

CHUBB®

Chubb Strata Insurance

Product Disclosure Statement (PDS)
and Policy Wording



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Product Disclosure Statement (PDS)



The Meaning of Certain Words and Interpretation

Throughout this Product Disclosure Statement (**PDS**), Chubb Strata Insurance Policy Wording (**Policy Wording**), and **Schedule**, certain words begin with capital letters and are printed in bold text. These words have special meanings as set out in the "Definitions" section of the **Policy Wording** commencing on page 79, unless they are defined separately elsewhere in this document for the purposes of a particular clause(s).

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended or replaced and as may be in force from time to time.

Headings have been included for ease of reference and this document is not to be interpreted by reference to such headings.

The singular of a word defined in the "Definitions" section includes the plural and the plural includes the singular.

Other parts of speech and grammatical forms of a word or phrase defined in the "Definitions" section have a corresponding meaning.

Important information about this Product Disclosure Statement

This **PDS** provides general information only and should be read in conjunction with the **Policy Wording** which forms part of this PDS.

The **PDS** contains important information about **Your** rights and obligations including the cooling off period and the duty of disclosure. The terms and conditions of insurance cover are contained in the **Policy Wording** and **Schedule**. The **PDS** contains important information that **You** should read carefully before deciding to take out the insurance cover. Other documents may form part of the **PDS** and, if they do, **We** will tell **You** in this **PDS**.

This **PDS** and the **Schedule** are important documents so please keep them in a safe place for future reference. Should **You** require any further information about this or any other product, please contact **Your** insurance intermediary or **Us**.

General Advice

Any general advice that may be contained within this **PDS** or accompanying material does not take into account **Your** individual objectives, financial situation or needs. **You** need to decide if the limits, type and level of cover are appropriate for **You** by considering this PDS before deciding if this insurance product is right for **You**.

You should read this **PDS** carefully to understand what's covered, what's not covered, the eligibility criteria, terms, conditions, exclusions and limits of cover. Do not rely on assumptions of what should be covered under this insurance.

PDS Code

ChubbSTRATA01PDS0923

Preparation Date

This **PDS** was prepared on 24 September 2023.

About the Insurer

This insurance is underwritten by Chubb Insurance Australia Limited (ABN: 23 001 642 020; AFS Licence Number: 239687) (**Chubb**) and where applicable on behalf of the co-insurer(s) named in **Schedule** against "Insurer" (**Co-Insurer(s)**). **Chubb** and the **Co-Insurer(s)** are each jointly responsible for this **PDS**.

Contacting Us

The contact details for Chubb Insurance Australia Limited are as follows:

Chubb Insurance Australia Limited
Grosvenor Place
Level 38, 225 George Street,
Sydney NSW 2000
Telephone: +61 2 9335 3200
www.chubb.com/au

Duty of Disclosure

Your Duty of Disclosure

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

You have this duty until **We** agree to insure **You**.

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

What You do not need to tell Us

You do not need to tell **Us** anything that:

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

If You do not tell Us something

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

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

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and **Your** rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, **We** are bound to comply with its terms. As part of **Our** obligations under Parts 9 and 10 of the Code, **We** have a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Privacy Statement

In this statement, “We”, “Our” and “Us” means **Chubb**.

“You” and “Your” refers to **Our** customers and prospective customers as well as those who use **Our** website.

This statement is a summary of **Our** privacy policy and provides an overview of how **We** collect, disclose and handle **Your** personal information. Our privacy policy may change from time-to-time and where this occurs, the updated privacy policy will be posted to **Our** [website](#).

Chubb is committed to protecting **Your** privacy. **Chubb** collects, uses and retains **Your** personal information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for **Our** collection and use of **Your** personal information is to enable **Us** to provide insurance services to **You**.

Sometimes, **We** may use **Your** Personal Information for **Our** marketing campaigns and research, in relation to new products, services or information that may be of interest to **You**.

How We obtain Your Personal Information

We collect **Your** personal information (which may include sensitive information) at various points including, but not limited to, when **You** are applying for, changing or renewing an insurance policy with **Us** or when **We** are processing a claim. Personal information is usually obtained directly from **You**, but sometimes via a third party such as an insurance intermediary or **Your** employer (e.g., in the case of a group insurance policy). Please refer to **Our** privacy policy for further details.

When information is provided to **Us** via a third party **We** use that information on the basis that **You** have consented or would reasonably expect **Us** to collect **Your** personal information in this way. **We** take reasonable steps to ensure that **You** have been made aware of how **We** handle **Your** personal information.

When do We disclose Your Personal Information?

We may disclose the information **We** collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by **Us** to carry out certain business activities on **Our** behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by **You** (such as current or previous brokers, travel agencies and airlines);
- government agencies (where **We** are required to by law);
- other entities within the **Chubb** group of companies such as the regional head offices of **Chubb** located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom **We** (or the **Chubb Group of Companies**) have sub-contracted to provide a specific service for **Us**, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact **Us**, if **You** would like a full list of the countries in which these third parties are located.

In the circumstances where **We** disclose **Your** personal information to the **Chubb Group of Companies**, third parties or third parties outside Australia **We** take steps to protect personal information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with **Us**, **You** agree to provide **Us** with **Your** Personal Information, which will be stored, used and disclosed by **Us** as set out in this privacy statement and **Our** privacy policy.

Access to and correction of Your Personal Information

Please contact **Our** customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if **You** would like:

- a copy of **Our** Privacy Policy, or
- to cease to receive marketing offers from **Us** or persons with whom **We** have an association.

To request access to, update or correct **Your** Personal Information held by **Chubb**, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907
Sydney NSW 2001

Further information request

If **You** would like more information about how **We** manage **Your** Personal Information, please review **Our** Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

How to make a complaint

If **You** are not satisfied with **Our** organisation, services, **Our** response to **Your** enquiry, or **You** have any concerns about **Our** treatment of **Your** Personal Information or **You** believe there has been a breach of **Our** Privacy Policy, or **You** are not satisfied with any aspect of **Your** relationship with **Chubb** and wish to make a complaint, please contact **Our** Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read **Our** [Complaints and Customer Resolution](#) policy.

Complaints and Customer Resolution Process

We understand that **You** could be dissatisfied with **Our** organisation, **Our** products and services, or the complaints handling process itself. We take all **Our** customer's concerns seriously and have detailed below the complaints process that **You** can access.

Complaints and Customer Resolution Service

Contact Details

If **You** are dissatisfied with any aspect of **Your** relationship with **Us** including **Our** products or services and wish to make a complaint, please contact **Our** Complaints and **CCR Service** by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our **CCR Service** is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide **Us** with **Your** claim or policy number (if applicable) and as much information as **You** can about the reason for **Your** complaint.

Our response

We will acknowledge receipt of **Your** complaint within one (1) business day of receiving it from **You**, or as soon as practicable. Following acknowledgement, within two (2) business days **We** will provide **You** with the name and relevant contact details of the **CCR Service** team member who will be assigned to liaise with **You** regarding **Your** complaint.

We will investigate **Your** complaint and keep **You** informed of the progress of **Our** investigation at least every ten (10) business days and will make a decision in relation to **Your** complaint in writing within thirty (30) calendar days. If **We** are unable to make this decision within this timeframe, **We** will provide **You** with a reason for the delay and advise of **Your** right to take **Your** complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If **Your** complaint falls outside the **AFCA** Rules, **You** can seek independent legal advice or access any other external dispute resolution options that may be available to **You**.

To the extent allowable at law, if **You** request copies of the information **We** relied on to make a decision about **Your** complaint, **We** must provide it within ten (10) business days of **Your** request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact **Us** for further details.

Please note that if **We** have resolved **Your** complaint to **Your** satisfaction by the end of the fifth (5th) business day after **We** have received it, and **You** have not requested that **We** provide **You** a response in writing, **We** are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If **You** are dissatisfied with **Our** complaint determination, or **We** are unable to resolve **Your** complaint to **Your** satisfaction within thirty (30) days, **You** may refer **Your** complaint to **AFCA**, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). **We** are a member of this scheme and **We** agree to be bound by its

determinations about a dispute. **AFCA** provides fair and independent financial services complaint resolution that is free to consumers.

You may contact **AFCA** at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to **AFCA** and so **You** should act promptly or otherwise consult the **AFCA** website to find out if or when the time limit relevant to **Your** circumstances expires.

Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority and are subject to the prudential requirements of the **Insurance Act**.

The **Insurance Act** is designed to ensure that, under all reasonable circumstances, financial promises made by **Us** are met within a stable, efficient and competitive financial system.

Because of this **We** are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). **We** have compensation arrangements in place that are in accordance with the **Insurance Act**.

In the unlikely event that **We** were to become insolvent and were unable to meet **Our** obligations under the **Policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

What Makes up Your Policy

Your insurance requirements and cover will depend on **Your** circumstances and on what **We** agree to provide. Not all sections of the **Policy Wording** may apply to **You**. The precise coverage given will be subject to the terms, conditions and exclusions set out in the **Policy Wording**, and the **Schedule** and any changes agreed to by **Us**. The **Schedule** will be issued to **You** if **We** accept **Your** application for insurance.

The types of cover **We** agree to provide to **You** will be shown on **Your Schedule**.

When **We** accept **Your** application, or **Your** existing Chubb Strata Insurance policy is renewed, **We** enter into an insurance contract with **You**. **Your** insurance contract is made up of the following documents collectively known as **Your Policy**:

- this PDS (incorporating the **Policy Wording** which commences on page 20 of this document);
- the **Schedule**; and
- any Supplementary Product Disclosure Statements (**SPDS**) that may be issued by **Us** from time to time.

The **Policy** has been designed to meet the needs of a wide range of insureds.

Key Benefits and Risks

The **Policy** provides a number of benefits under the different sections of the **Policy Wording**. Each section also contains limits and exclusions. It is important that **You** read the **Policy Wording** and **Schedule** carefully and that **You** understand the extent of the cover **We** offer. Benefits are payable if **You** suffer a loss that is covered under the **Policy** during the **Period of Insurance**, subject to the terms, conditions and exclusions. Before **We** will pay a claim, **You** must meet the requirements for making a claim which are explained in the section "How to Make a Claim" on page 18 of this PDS and in the section "Your Duties in the Event of a Claim, Occurrence or Loss" on page 21 of the **Policy Wording**.

Not all sections of the **Policy Wording** may apply to **You**. The **Policy** outlines the extent of cover for the various sections of the **Policy**. Please refer to the full terms, conditions and exclusions of the **Policy** including relevant definitions to determine if the **Policy** is right for **You**.

Section 1 (Property Damage Insurance) and Section 10 (Voluntary Workers Insurance) of the **Policy** provide insurance cover which may, in certain circumstances, be considered a retail product for the purposes of the *Corporations Act 2001* (Cth). The other sections of the **Policy** are not considered retail products, they are considered wholesale products. In accordance with the *Corporations Act 2001* (Cth), the significant benefits and risks of those sections of the **Policy** that may, in certain circumstances, be considered retail products are set out below. Please refer to the **Policy Wording** for the significant benefits and risks of the wholesale products.

Section 1 - Property Damage Insurance

Section 1 of the **Policy** provides insurance cover for **Damage to Body Corporate Assets, Buildings and Common Contents** at an **Insured Location** happening during the **Period of Insurance**.

Details of this coverage can be found commencing on page 25 of the **Policy Wording**.

Key exclusions include but are not limited to **Damage**:

- directly or indirectly occasioned by or happening through **Flood** (this cover is optional), water from or action by the sea or ocean, **Storm Surge** (this cover is optional), tidal wave or high water, unless caused by or arising from or as a direct consequence of an **Earthquake** or seismic disturbance;
- to **Lot Owners' Contents** (cover for **Damage to Lot Owner's Floating Floors**, paint or wallpaper is optional);
- to **Stratum Lot or Volumetric Lot Owners' Contents**;
- to tenants' property;
- directly or indirectly occasioned by or happening through corrosion, rust, concrete or brick cancer, wet or dry rot, **Fungi**, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin, insects, moths or termites.
- directly or indirectly occasioned by or happening through **Pollution** (except in respect of **Damage** caused by or resulting from **Pollution** which results from a peril not otherwise excluded or a peril which is not otherwise excluded which results from **Pollution**);
- directly or indirectly occasioned by or happening through **Inherent Vice, Latent Defect**, vibration, gradual deterioration, fading, **Wear and Tear** or other gradually operating causes, faulty materials or faulty workmanship or error or omission in, or failure of, design;
- to property in the open in respect of **Damage** caused by wind, rain, hail, sleet, snow, **Flood** or dust, except where such property is required to be insured by the relevant **Strata Legislation**.

Details of all exclusions applying to Section 1 can be found on pages 44 to 46 and pages 77 to 78 of the **Policy Wording**.

Sub-limits may apply to some of the benefits available under Section 1 of the **Policy**.

Section 10 - Voluntary Workers Insurance

Section 10 of the **Policy** provides insurance cover for **Bodily Injury** suffered during the **Period of Insurance** by a **Covered Person** engaging in voluntary work on **Your** behalf resulting directly in the occurrence of one or more **Events** within twelve (12) months of the date of the **Bodily Injury**.

Details of this coverage can be found commencing on page 70 of the **Policy Wording**.

Key exclusions include but are not limited to any loss, damage, liability, **Event** or **Bodily Injury** which directly or indirectly:

- results from a **Pre-Existing Medical Condition** (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any **Bodily Injury**);
- results from a **Covered Person** flying, or engaging in aerial activities other than as a passenger in an **Aircraft** licensed to carry passengers, or training for or participating in **Professional Sport** of any kind;
- results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by **You** or a **Covered Person**;
- results from **War** or **Civil War**;
- is covered in part or whole by Medicare or another government sponsored fund, plan or medical benefit scheme, any workers' compensation or transport accident legislation, or any other insurance policy required to be effected by or under law.

Details of all exclusions applying to Section 10 can be found on pages 73 to 74 and 77 to 77 of the **Policy Wording**.

Sub-Limits may apply to some of the benefits available under Section 10 of the **Policy**.

Policy Conditions and Costs

Terms, Conditions and Exclusions

The **Policy Wording** and **Schedule** contain terms, conditions and exclusions which apply in various circumstances.

A number of exclusions apply to the different sections of the **Policy** and all of them are important. It is important that **You** carefully read the **Policy** and are aware of all the exclusions which apply to **You**.

Cost of the Policy

The cost of the **Policy** is referred to as the premium. The premium includes all applicable taxes and charges and the cost of providing **You** this insurance. The premium is noted in the **Schedule**.

We consider a number of factors when calculating the premium for this insurance. They include the type of property being insured (including its age and construction), the location of the property, the level of cover requested and **Your** previous insurance and claims history.

The premium payment may also be increased or decreased when changes are made to the **Policy** or upon renewal. The cover **We** provide is subject to the premium being paid by **You**.

We may also pay a commission to **Your** insurance intermediary for arranging the **Policy**.

Policy Deductible(s)

If **You** make a claim, a **Deductible** may apply. For example, if **You** have cover under Section 1 - Property Damage Insurance - and there is a covered loss involving **Damage to Property Insured** to the value of \$10,000 and **You** are subject to a **Deductible** of \$500, then **We** will pay **You** \$9,500.

Details of the **Deductibles** that may apply are stated in **Your Schedule**.

How to Make a Claim

Your insurance intermediary can make a claim on **Your** behalf or, if **You** prefer, please contact Chubb directly in accordance with the requirements set out in the PDS. For after-hours emergencies where **You** are unable to contact **Your** insurance intermediary, please call 1800 726 226. **You**, and persons acting on **Your** behalf, must not incur any costs or expenses without **Our** prior written consent (which will not be unreasonably withheld, delayed or conditioned) except in the event of an emergency. Full details of what **You** must do in order for **Us** to consider **Your** claim are detailed on page 21 of the **Policy Wording**.

Claims Made and Claims Made and Notified Insurance

The insurance provided by Sections 6 to 9 apply only to claims that are either first made against **You** during the **Period of Insurance** or both first made against **You** and notified to **Us** in writing during the **Period of Insurance** (or any extended period, if applicable). If the **Policy** does not have a continuity of cover provision or provide retrospective cover then the **Policy** may not provide insurance cover in relation to events that occurred before the **Policy** was entered into.

Section 40(3) of **The Act** only applies to the claims-made and the claims-made and notified coverages available under the **Policy**.

Pursuant to Section 40(3) of **The Act**, and only pursuant to that section, if you give notice in writing to **Us** of facts that might give rise to a claim against **You** as soon as reasonably practicable after **You** become aware of such facts but before the insurance cover provided by the **Policy** expires, then **We** are not relieved of liability under the **Policy** in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the **Policy**.

Cooling Off Period

You have 21 days to consider the information contained in the **Policy**. This is **Your** cooling off period. If **You** would like, and provided **You** have not made a claim under the **Policy** during **Your** cooling off period, **You** have the right to cancel the **Policy**. **We** will refund in full any premium **You** have paid (less charges or taxes which **We** are unable to recover).

To exercise this right, **You** must notify **Us** in writing or electronically within 21 days from the date the **Policy** first takes effect. These cooling off rights do not apply if **You** have made or **You** are entitled to make a claim during this period.

Even after **Your** cooling off period ends **You** have cancellation rights, as outlined in the section 'Cancelling Your Policy'.

Updating the PDS

There are circumstances in which **We** may need to update this **PDS**. These could include correcting an error within the **Policy**, or amending the **Policy** to comply with updated legal and regulatory requirements. If **We** need to update this **PDS**, **We** will provide **You** with a new or supplementary **PDS**, together with a notice identifying the changes.

Cancelling Your Policy

This **Policy** may be cancelled by **You** at any time by giving **Us** notice in writing of the future date the cancellation is to take effect. There are circumstances in which **We** may cancel this **Policy**, including non-payment of the premium or any additional premium **You** may be required to pay, non-disclosure of information, and fraud. Any cancellation of the **Policy** will be in accordance with the *Insurance Contracts Act 1984* (Cth). If **We** do cancel the **Policy**, **We** will provide **You** with specific details as to why the **Policy** is being cancelled.

Refund

In the event of cancellation by **You** or by **Us**, **We** will refund **Premium** based on the effective date of cancellation. Any returned **Premium** will be calculated on a pro-rata basis relating to the time the **Policy** was in place and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim under the **Policy**.

Policy Wording



General Terms and Conditions

1. Limits of Liability and Deductible Amounts

Unless stated to the contrary in any section, the limits of liability and **Deductibles** (which includes the **Self-Insured Retention** applicable to Section 6, and **Defence Costs** contribution applicable to Section 7) shown for each section in the **Schedule** are separate limits of liability and separate **Deductibles** pertaining to the section for which they are shown.

Unless otherwise stated in a section, the application of a **Deductible** under one section does not reduce the **Deductible** under any other section.

2. Your Duties in the Event of a Claim, Occurrence or Loss

You must, to the extent of **Your** ability, ensure that **We** are notified as soon as reasonably practicable, but no later than thirty (30) days, after **You** receive notice of any circumstances, loss or event that may result in a claim or potential claim under this **Policy**. Notice must be made in writing addressed to the email address set out below corresponding to the relevant section(s) for **Your** claim:

Section 1: Property Damage Insurance Section 2: Machinery Breakdown Insurance Section 3: Consequential Loss Insurance	aus.propertyclaims@chubb.com
Section 4: Crime Insurance	aus.propertyclaims@chubb.com
Section 5: General Liability Insurance	aus.liabilityclaims@chubb.com
Section 6: Environmental Impairment Liability Insurance	aus.liabilityclaims@chubb.com
Section 7: Management Committee Liability Insurance	aus.financiallinesclaims@chubb.com
Section 8: Audit Expenses Insurance	aus.financiallinesclaims@chubb.com
Section 9: Appeal Expenses Insurance	aus.financiallinesclaims@chubb.com
Section 10: Voluntary Workers Insurance	A&HClaims.AU@chubb.com

Notice must include as much information as is reasonably required in the circumstances and that is within **Your** power to provide, such as:

- (a) details of the circumstances, including how, when and where the circumstances occurred;
- (b) the names and addresses of any persons and organisations involved and any witnesses; and
- (c) the nature and location of any injury, loss or damage in connection with the facts.

You must:

- (a) send **Us** copies of any demands, notices, summonses or other legal papers received in connection with a claim as soon as reasonably practicable;
- (b) authorise **Us** to obtain records and other information if requested by **Us** and reasonably necessary to assess or investigate a claim or potential claim;
- (c) cooperate with **Us** in the investigation, defence and settlement of a claim; and
- (d) assist **Us** to the extent of **Your** ability and when reasonably requested, in the enforcement of any right against any person or organisation which may be liable to **You** or **Us** because of injury, loss or damage to which this **Policy** may apply.

You (including persons acting on **Your** behalf) must not make or authorise an admission of liability or attempt to settle or otherwise dispose of any claim without **Our** written consent. **You** (including persons acting on **Your** behalf) must not incur any costs or expenses without **Our** prior written consent, except in the event of an emergency. In each circumstance, **Our** written consent will not be unreasonably withheld, delayed or conditioned. **We** will not be liable for any settlement, costs, expenses, assumed obligation or admission to which **We** have not consented if **We** have suffered detriment or prejudice as a result.

3. Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** will be effective except when made by a written **Endorsement** to this **Policy** which is signed by **Our** authorised employee.

4. Cancellation

You may cancel this **Policy** at any time by giving **Us** notice in writing.

We may cancel this **Policy** by giving thirty (30) days' written notice to **You** at **Your** address shown in the **Schedule** or to **Your** insurance broker or agent on the grounds specified in Sections 60 and 61 of **The Act** and in accordance with Section 59 or, if a later time is specified in such notice, at such later time.

If the **Insured Location** is in the Northern Territory, then pursuant to s55 of the *Unit Titles Scheme Act 2009* (NT):

- (a) **Our** cancellation notice will also be provided to the mortgagee of each **Lot**;
- (b) **We** cannot cancel this **Policy** on the sole basis of a breach of the conditions of this **Policy** by someone other than **You**; and
- (c) **We** have a right of indemnity against a **Lot Owner** who breaches a condition of this **Policy**.

If the **Insured Location** is in Victoria, then pursuant to s59 of the *Owners Corporations Act 2006* (VIC):

- (a) **Our** cancellation notice will also be provided at the same time to any mortgagee whose interests are noted on this **Policy**;
- (b) **We** cannot avoid the whole of this **Policy** for a breach of a condition of the **Policy** by someone other than **You** or all **Lot Owners**;
- (c) **We** have a right of indemnity against those **Lot Owners** who breach a condition of this **Policy**.

Upon cancellation of this **Policy** by **You** or **Us**, **We** will refund the relevant premium paid on a pro rata basis for the unexpired portion of the **Period of Insurance**. However, to the extent permitted by law, **We** will not refund any premium if **We** have paid or are liable to pay a benefit under this **Policy** being cancelled if that payment or benefit exceeds the net premium (which means the premium paid by **You**, less any commission, statutory levies or charges) of the **Policy** being cancelled. If **We** cancel this **Policy** due to fraud, **We** will not refund any premium.

5. Applicable Law

Should any dispute arise concerning this **Policy**, the dispute will be determined in accordance with the law of Australia and the States and Territories thereof. In relation to any such dispute, the parties agree to submit to the exclusive jurisdiction of any competent court in a State or Territory of Australia.

6. Insurance Contracts Act 1984

Nothing contained in this **Policy** is to be construed to reduce or waive either **Your** or **Our** privileges, rights or remedies available under **The Act**.

7. Non-Accumulation

To the extent to which it is permitted by law, if any claim gives rise to indemnity both under this **Policy** and under any other insurance policy issued by **Us**, the maximum aggregate liability for any one claim made by any one **Insured** or any one **Insured Person** will not exceed the largest limit of liability provided by any section.

The limits of liability under this **Policy** may be exhausted by payments made under this **Policy** or payments made under any other insurance policy issued by **Us** where the claim gives rise to indemnity both under this **Policy** and under any other insurance policy issued by **Us**.

Regardless of the number of years this **Policy** remains in effect and the total premium amounts due or paid, the amount **We** pay for any claim under this **Policy** will not be cumulative from year to year or from one **Period of Insurance** to the next.

8. Event

For the purposes of the application of any **Deductible** or limit of liability, including aggregate limits of liability and Additional Benefits, all, injury, loss and damage resulting from:

- (a) **Earthquake, Subterranean Fire, Volcanic Eruption, Bushfire, Flood or Storm** occurring during each period of 72 consecutive hours will be deemed to be continuous and due to the same conditions and will be considered as one event. Each event will be deemed to have commenced on the first happening of any such injury, loss and damage and not within the period of any previous event; or
- (b) **Named Cyclone or Storm Surge** occurring during the period of 48 consecutive hours from when the **Named Cyclone** is first declared by the Australian Reinsurance Pool Corporation.

This condition does not apply to Section 5: General Liability.

9. Other Insurance

In the event of a claim, **You**, or any other person covered by this **Policy**, must inform **Us** of any other insurance which **You** or they are entitled to claim under or have access to that covers the same risk.

To the extent that any claim insured under this **Policy** is insured under any other insurance policy, then to the extent to which it is permitted by law, insurance is only provided under this **Policy** for such claim in excess of the insurance provided under such other insurance policy.

10. Goods and Services Tax (GST)

Any payment **We** make under this **Policy** will be reduced by the amount of any input tax credit that **You** are, will be, or would have been entitled to under the *A New Tax System (Goods and Services Tax) Act 1999*. You must

inform **Us** of the extent of **Your** entitlement to an input tax credit at or before the time a claim is made under this **Policy**, so that we can correctly calculate the amount of payment **We** make to **You** based on **Your** GST status.

11. Subrogation

In the event of any payment under this **Policy**, **We** will be subrogated to all **Your** rights of recovery, against any person or organisation and **You** or the claimant must execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights, including cooperating with the action and providing testimony. Any amount so recovered will be applied in accordance with the provisions of s.67 of **The Act**.

Where **You** or any other person covered by this **Policy** have agreed with another person or company, who would otherwise be liable to compensate **You** for or contribute towards any loss or damage which is covered by the **Policy**, that **You** will not seek to recover such loss, damage or contribution from that person, Chubb will not insure **You**, to the extent permitted by law, for such loss, damage or contribution.

The entirety of this clause 13. also applies to any other person covered by this **Policy** who is not an **Insured**.

12. Allocation

In the event that any claim involves both covered matters and matters not covered, then to the extent permitted by law a fair and reasonable allocation of any loss will be made between **You** and **Us** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

13. Valuation and Foreign Currency

All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in Australian currency. If judgment is rendered, settlement is denominated, or any other amount of indemnity is stated in a currency other than Australian dollars, then payment under this **Policy** will be made in Australian dollars at the mid-rate of exchange published in the currency conversion website, Oanda.com, or if it is no longer current, a reputable currency conversion website agreed to by **Us** with **You**, on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of indemnity is due, respectively.

Section 1: Property Damage Insurance

The Indemnity

We will pay for **Damage to Property Insured** at an **Insured Location** happening during the **Period of Insurance** unless the **Damage** is excluded.

Our liability will be limited to the limits and sub-limits of liability stated in the **Schedule** against “Section 1: Property Damage Insurance”.

Our maximum liability will be limited to the limit of liability stated in the **Schedule** against “Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability”.

Before We will pay Your claim, You must bear the applicable **Deductible** shown in the **Schedule**.

The amount We will pay will be calculated in accordance with the Basis of Settlement below.

Basis of Settlement

1. Reinstatement

The amount We will pay for **Damage** which is covered under The Indemnity for Section 1 is the cost of **Reinstatement**.

When any **Property Insured** is **Damaged** in part only and the cost of **Reinstating** the **Damaged** part is greater than the cost of **Reinstating** the **Property Insured** as if it had been wholly destroyed, the most We will pay is the cost of **Reinstatement** which We would have been required to pay if such **Property Insured** had been wholly destroyed.

Where You rebuild, repair, restore or replace any **Damaged Property Insured** at a cost which is less than the cost of **Reinstatement** but greater than the **Indemnity Value** of such **Property Insured**, then that cost so incurred will be deemed to be the cost of **Reinstatement**.

Subject to Basis of Settlement clause 3 (Heritage Buildings) below, where exact or complete **Reinstatement** is not possible (for example, if exact materials are no longer manufactured), then **Reinstatement** which matches the condition of the **Property Insured** as close as is reasonably practicable to a condition which is substantially the same as, but not better or more extensive than, its condition when it was new, will apply.

2. Floor Space Ratio Index

In the event that **Your Building** is **Damaged** so as to constitute a total loss or constructive total loss (because the cost of **Reinstatement** of the **Damaged** part of the **Building** is equal to or exceeds the declared value of the **Building**) and, as a result of the decision of any relevant judicial, statutory or other lawful authority, **Reinstatement** of such **Building** is only permissible subject to a reduced floor space ratio index, then We will pay, in addition to any amount payable for **Reinstatement** of such **Building**, the difference between:

- (a) the actual cost of **Reinstatement** incurred in accordance with the reduced floor space ratio index; and

- (b) the cost of **Reinstatement** which would have been incurred had a reduced floor space ratio index not been applicable.

The amount **We** will pay will be ascertained upon completion of the **Reinstatement** of the **Building** once an **Occupation Certificate** has been issued.

3. Heritage Buildings

If **Your Heritage Building** is **Damaged**, and **You** choose to undergo **Reinstatement** of **Your Heritage Building** at the same **Insured Location**, then **We** will pay the extra costs of **Reinstatement** of **Your Heritage Building** that are necessarily and reasonably incurred to comply with the requirements of the **Heritage Conservation Ordinance**.

This provision only applies to that **Heritage Building** or portion of the **Heritage Building** that was subject to a **Heritage Conservation Ordinance** at the time of **Damage**.

However, in the case of a **Building** with architectural features or structural materials possessing an ornamental or historical character, where the **Building** is not subject of any **Heritage Conservation Ordinance**, then the work of **Reinstating** of the **Building** shall be made in a form consistent with the criteria applied to recently constructed buildings of a similar use and size using construction methods and materials in general usage in the construction industry in Australia at the time of **Reinstatement**, but maintaining as much of the original character of the **Building** as is reasonably practicable.

4. Loss of Land Value

If **Your Building** is **Damaged**, and due to the decision of any relevant judicial, statutory or other lawful authority full or partial **Reinstatement** of the **Building** is not permitted, **We** will pay the difference between the **Land Value** before the **Damage** and the **Land Value** after the **Damage** less any sum paid by way of compensation by any judicial or government department or authority arising out of such decision.

Provided that indemnity will only occur following the decision by the relevant judicial, statutory or other lawful authority of the loss of **Land Value**. However, should indemnity have occurred beforehand and subsequently the determination as to loss of **Land Value** is changed prior to completion of the **Reinstatement** resulting in an increase in the **Land Value**, that part of the claim paid in excess of the revised **Land Value** must be refunded to **Us**.

The most **We** will pay for loss of **Land Value** is the amount shown in the **Schedule** against "Loss of Land Value".

5. Undamaged Foundations

If **Your Building** is **Damaged** but its foundations are not destroyed and, due to the decision of any relevant judicial, statutory or other lawful authority, **Reinstatement** of the **Building** is carried out upon another site, then the abandoned foundations will be deemed to have been **Damaged**. If the presence of the abandoned foundations increases the sale value of the **Insured Location**, then such increase will be regarded as salvage and payable to **Us** by **You** upon completion of the sale or is to be deducted from the total amount otherwise payable by **Us** under this Section 1, whichever occurs later.

6. Abandoned Undamaged Portion of a Building

If **Your Building** is **Damaged** and due to the decision of any relevant judicial, statutory or other lawful authority, **Reinstatement** of such **Building** is carried out at another site, then the abandoned undamaged portion of that **Building** will be deemed to have been **Damaged**.

If the presence of that abandoned undamaged portion of the **Building** increases the sale value of the **Insured Location**, the increase in sale value will be regarded as salvage and that amount will be payable to

Us by **You** upon completion of any sale of the **Insured Location** or is to be deducted from the total amount otherwise payable by **Us** under this Section 1, whichever occurs later.

7. Increase in Costs of Reinstatement

If **Your Building** is **Damaged**, **We** will pay the costs of **Reinstatement** (including demolition or dismantling) necessarily incurred to comply with the requirements of any statute or regulation or any by-law or regulation of any local government or statutory authority imposed after the **Damage**.

The most **We** will pay for the increase in costs of **Reinstatement** is the amount shown in the **Schedule** against "Increase in Costs of Reinstatement".

8. Additional Increase in Costs of Reinstatement

If **Your Building** is **Damaged**, **We** will pay the costs of **Reinstatement**, necessarily incurred by **You** to alter or upgrade any undamaged portion of **Your Building** in order to comply with the requirements of any statute or regulation or of any by-law or regulation of any local government or statutory authority and not otherwise recoverable under any other part of this **Policy**.

The most **We** will pay for the increase in costs of **Reinstatement** is the amount shown in the **Schedule** against "Additional Increase in Costs of Reinstatement".

9. Obsolete Common Contents (other than Fine Art)

In the event of **Damage** to **Common Contents** (other than **Fine Art**), if the **Common Contents** are obsolete, the Basis of Settlement will be the market value of the **Common Contents** immediately before the **Damage**, but no more than its original purchase cost.

10. Landscaping

In the event of **Damage** to trees, shrubs, plants, lawns, rockeries and other established items of landscaping at the **Insured Location**, **We** will pay the cost of **Reinstating** such **Landscaping**, and **We** will also pay for the professional removal of trees, shrubs or plants at the **Insured Location** that have caused **Damage** to **Property Insured**, including the cost of treating stumps to prevent regrowth.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Landscaping".

11. Fine Art

In the event of **Damage** to **Fine Art** that is **Common Contents**, **We** will pay the costs of restoring or repairing the **Fine Art** to a condition substantially the same as before the **Damage**. **We** will also pay the reduction in market value caused by such **Damage**. The reduction in market value is to be assessed after restoration or repair of such **Fine Art** has occurred. When restoration or repair is not possible, **We** will pay the market value of the **Fine Art** immediately before the **Damage**.

For **Fine Art** which is part of a pair or set, **We** will pay the lesser amount of either:

- (a) the market value of the entire pair or set; or
- (b) the cost to restore or repair the **Damaged** item and, if the pair or set with the restored or repaired item has a lower market value than it had prior to the **Damage**, **We** will also pay the difference in market value for the pair or set; or
- (c) if restoration or repair is not possible, **We** will pay the market value of the individual item **Damaged** immediately before the **Damage**, and if the remaining item(s) have a reduced market value, **We** will also pay the difference in market value of the remaining item(s).

The most **We** will pay is the amount shown in the **Schedule** against the heading "Fine Art".

Benefits for Costs, Fees and Expenses

In the event of **Damage** to **Property Insured** which is insured under The Indemnity for Section 1, **We** will also pay for the following costs, fees and expenses that are necessarily and reasonably incurred by **You** as a result of that **Damage**:

1. Removal of Debris, Dismantling, Demolishing, Shoring up or Propping up

Costs for:

- (a) removal of **Debris** and anything which caused the **Damage**;
- (b) dismantling or demolishing, shoring up or propping up of the portion or portions of the **Property Insured** which have sustained **Damage**;

Provided that the insurance under this benefit does not extend to any cost, expense or other sum directly or indirectly arising out of, or in any way attributable or related to, connected with, or occurring concurrently or in any sequence with **Pollution**, including any obligation, legal liability, request, demand, order, or statutory or regulatory requirement to test for, monitor, clean up, remove, dispose of, contain, treat, neutralise, protect against or in any other way respond to the actual, alleged or threatened presence of **Pollution** of any kind.

2. Demolition and Disposal

Costs of the demolition and disposal of any portion of undamaged **Property Insured** including foundations and footings.

Provided that the insurance under this benefit does not extend to any cost, expense or other sum directly or indirectly arising out of, or in any way attributable or related to, connected with, or occurring concurrently or in any sequence with **Pollution**, including any obligation, legal liability, request, demand, order, or statutory or regulatory requirement to test for, monitor, clean up, remove, dispose of, contain, treat, neutralise, protect against or in any other way respond to the actual, alleged or threatened presence of **Pollution** of any kind.

3. Clearing and Cleaning of Drains

Costs for clearing, cleaning and repairing blocked or damaged drains, gutters, sewers and the like at the **Insured Location**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Clearing and Cleaning of Drains".

4. Removal and Safe Storage

Costs for the removal and safe storage of undamaged **Common Contents** necessary for the **Reinstatement** of **Damaged Property Insured**, or undamaged **Property Insured** that is at risk of **Damage**.

5. Professional Fees

Fees of architects, consulting engineers, legal and other professionals.

6. Government Fees

Fees, contributions or imposts required to be paid to any government authority or agency to obtain their permission to **Reinstate Property Insured**.

7. Statutory Inquiries

Costs and expenses incurred in connection with any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government authority or agency. However, **We** will not pay for any fines or penalties imposed upon **You** as a result of such inquiries or hearings.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Statutory Inquiries".

8. Public Consultation

Costs and expenses **You** incur in respect of the requirements of any government authority or agency relating to public consultation or submission processes in connection with the **Reinstatement of Your Building**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Public Consultation".

9. Customs, Excise and Other Duties

Your liability for customs, excise or other duties, which **You** become liable to pay or **Your** liability to compensate others who may become liable for such customs, excise or other duties as a result of the **Damage**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Customs, Excise and Other Duties".

10. Service Charges

Additional electricity, gas, water, sewerage or telecommunication service charges billed to **You** due to the **Damage**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Service Charges".

11. Glass

Costs incurred by **You** in respect of undamaged parts of fixed glass which require replacing to achieve a consistent and matching appearance to the **Building**.

12. Meeting Room Hire

The cost of hiring meeting room facilities for annual general meetings or committee meetings, where the usual meeting room is not fit for occupation.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Meeting Room Hire" from the time the **Damage** occurs until the time that the usual meeting room can be occupied.

13. Travel Costs

Travel costs in visiting **Your Building** to meet with claim adjusters or building repairers following **Damage** which results in **Your Building** being unfit to be occupied for its intended purpose.

The most **We** will pay is the amount shown in the **Schedule** against "Travel Costs".

14. Green Star Certification Costs

Costs of **Reinstatement** incurred to comply with the requirements of the Green Building Council of Australia in order to obtain the equivalent **Green Star Certification** that applied (and had not expired) to the **Property Insured** at the time of the occurrence of **Damage**.

Provided that the insurance under this benefit does not extend to any cost, expense or other sum directly or indirectly arising out of, or in any way attributable or related to, connected with, or occurring concurrently or in any sequence with **Pollution**, including any obligation, legal liability, request, demand, order, or statutory or regulatory requirement to test for, monitor, clean up, remove, dispose of, contain, treat, neutralise, protect against or in any other way respond to the actual, alleged or threatened presence of **Pollution** of any kind.

The most **We** will pay is the amount shown in the **Schedule** against “Green Star Certification Costs”.

15. Public Relations Expenses

Costs of public relations expenses which are incurred with **Our** prior consent (which will not be unreasonably withheld, delayed or conditioned) in order to manage communications to the media. This may include advice or services provided by a communications, public relations or other crisis response firm, and broadcast, electronic, printed, telecast and telephonic announcements, communications and notices.

The most **We** will pay is the amount shown in the **Schedule** against “Public Relations Expenses”.

16. Arson or Theft Reward

A reward for information leading to a conviction in respect of arson, theft or vandalism of **Property Insured**.

The most **We** will pay is the amount shown in the **Schedule** against “Arson or Theft Reward”.

17. Fire Brigade Charges and Expenses

Fire brigade charges and other extinguishing expenses or charges, including replacing sprinkler heads, for which **You** may become legally liable to pay imposed by any government authority or agency responsible for preserving public safety.

The most **We** will pay is the amount shown in the **Schedule** against “Fire Brigade Charges and Expenses”.

18. Replacement of Locks and Keys

Costs incurred in rekeying, recoding or replacing locks and keys as a result of the replacement or adjustment of locks and keys at **Your Building**, which includes locks and keys to doors to a **Lot** where forming part of **Common Property** of **Your Building**, following theft or attempted theft from such location.

Provided that the insurance under this clause does not extend to any cost, expense or other sum if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of **Your Building** or a **Lot**, or by their family or friends or anyone who was entrusted with access to **Your Building** or a **Lot**.

The most **We** will pay is the amount shown in the **Schedule** against “Replacement of Locks and Keys”.

19. Loss Prevention Expenses

Costs **You** incur, including the engagement of temporary security guards or other temporary means, to protect **Property Insured** at an **Insured Location** from imminent **Damage** not otherwise excluded.

The most **We** will pay is the amount shown in the **Schedule** against “Loss Prevention Expenses”.

20. Unauthorised Occupants

Reasonable legal costs which **You** incur with **Our** prior consent (which will not be unreasonably withheld, delayed or conditioned), to repossess **Property Insured** which has been occupied without **Your** consent. **We** will also pay for the unauthorised use of metered electricity, gas, oil, water or other utilities by the unauthorised occupants.

The most **We** will pay is the amount shown in the **Schedule** against "Unauthorised Occupants".

21. Trace and Access

Costs reasonably and necessarily incurred in detecting and locating the source of any bursting, leaking, discharging or overflowing liquid or substance which has caused the **Damage to Property Insured**.

We will also pay costs incurred in:

- (a) repairing **Property Insured** damaged by such exploratory work;
- (b) repairing or replacing the defective part or parts of such source, to a limit of \$5,000 per event with this amount part of and not in addition to the amount shown in the **Schedule** under the heading "Trace and Access";
- (c) rectifying **Damage to Property Insured** caused by **Pollution** arising from a peril not otherwise excluded, to a limit of \$5,000 per event with this amount part of and not in addition to the amount shown in the **Schedule** against "Trace and Access".

We will not pay for any of these costs if caused by:

- (a) defective or faulty workmanship;
- (b) **Building** movement or **Subsidence**;
- (c) rust, oxidation or corrosion;
- (d) **Wear and Tear**;
- (e) trees, plants or their roots.

The most **We** will pay is the amount shown in the **Schedule** against "Trace and Access".

22. Expediting Expenses

Costs **You** incur for express carriage rates and extra payments for overtime, night, Sunday or holiday working incurred in connection with **Reinstating Your Property Insured**.

The most **We** will pay is the amount shown in the **Schedule** against "Expediting Expenses".

23. Contracted Purchases

The costs of reasonable contractual commitments entered into by **You** for the purchase of goods or services prior to the **Damage to Property Insured**. The amount payable as indemnity under this clause is the sum **You** are legally liable to pay and must pay under such contracts where the goods or services cannot be used for the intended purpose in consequence of the **Damage to Property Insured** less any sums received or receivable by **You** in respect of such purchases through any salvage handling operations or resale.

The most **We** will pay is the amount shown in the **Schedule** against "Contracted Purchases".

Additional Benefits

In the event of **Damage to Property Insured** which is insured under The Indemnity for Section 1, **We** will also pay for:

1. Reinstatement of Documents

In the event of **Damage to Your** physical documents including but not limited to manuscripts, securities, deeds, specifications, plans, drawings, designs, business books, and other similar physical records of every description, **We** will pay:

- (a) the cost of **Reinstating** those physical documents, including the information contained on them but excluding the value to **You** of that information; or
- (b) if **Reinstatement** is not carried out as soon as is reasonably practicable, the replacement cost of materials as blank stationery at the time and place of the **Damage**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Reinstatement of Documents".

2. Personal Property of Others

The **Indemnity Value of Damage** to personal property of others whilst that property is in **Your** legal or physical possession and is not otherwise insured that occurs as a result of the **Damage to Property Insured**.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Personal Property of Others".

3. Clothing and Personal Effects

Clothing and personal effects of **Your Office Bearer, Employee or Strata Manager** resulting from an assault in an attempt to steal property belonging to the **Body Corporate**.

4. Temporary Removal

We will pay for **Reinstatement of Damage to Property Insured** whilst temporarily removed from an **Insured Location**, including inland transit to or from an **Insured Location** to anywhere in Australia, provided that the **Damage** is covered under The Indemnity for Section 1.

Exclusion 1(h) of "Exclusions Applicable to Sections 1, 2, 3 and 4" does not apply to this benefit.

Benefits for Lot Owners

In the event of **Damage to Property Insured** which is insured under The Indemnity for Section 1, **We** will also pay for the following costs and expenses that are incurred by **Lot Owners** as a result of that **Damage**:

1. Lot Modifications

The reasonable costs to make modifications to a **Lot** to cater for disability needs if a **Lot Owner**, or their **Spouse**, parent or child who lives with them, is diagnosed with **Quadriplegia** or **Paraplegia** as a result of such **Damage to Property Insured**.

The most **We** will pay is the amount shown in the **Schedule** against "Lot Modifications".

2. Strata Levies

The cost of strata levies required to be paid by a **Lot Owner** for the period a **Lot** is unfit to be occupied for its intended purpose.

The most **We** will pay is the amount shown in the **Schedule** against “Strata Levies”.

3. Title Deeds

Costs incurred in replacing physical copies of title deeds to a **Lot**.

The most **We** will pay is the amount shown in the **Schedule** against “Title Deeds”.

4. Mortgage Discharge Expenses

Reasonable legal costs to discharge any mortgage on a **Lot** if the claim **We** pay under this Section 1 is for the total loss of a **Lot** and is not replaced.

The most **We** will pay is the amount shown in the **Schedule** against “Mortgage Discharge Expenses”.

5. Funeral Expenses

We will pay the **Lot Owner** or the legal representatives of the **Lot Owners’** estate for reasonable funeral expenses following the accidental death of a **Lot Owner**, or a family member who permanently resides with the **Lot Owner**.

The most **We** will pay is the amount shown in the **Schedule** against “Funeral Expenses”.

Additional Benefits for Body Corporate Assets

In the event of **Damage**, **We** will pay for the replacement of the following **Body Corporate Assets** happening during the **Period of Insurance** unless the **Damage** is excluded:

1. Money

Money belonging to the **Body Corporate** which is kept at a **Specified Location** or held by the **Strata Manager** for the **Body Corporate**.

The amount we will pay under this benefit is the actual market value of the **Damaged Money** lost.

The most **We** will pay is the amount shown in the **Schedule** against “Money”.

2. Money Container

Any container whilst being used by **Your Office Bearer**, **Employee**, or **Strata Manager** to carry **Money** belonging to the **Body Corporate**, but only as a result of theft or attempted theft of **Money**, unless such **Damage** is otherwise insured by another insurance policy.

Exclusion 1(h) of ‘Excluded Property’ under “Exclusions Applicable to Section 1, 2, 3 and 4” does not apply to this benefit.

The most **We** will pay is the amount shown in the **Schedule** against “Money Container”.

3. Safes or Franking Machine

Any safe strong room or franking machine kept at a **Specified Location** which belongs to the **Body Corporate**.

The most **We** will pay is the amount shown in the **Schedule** against “Safes and Franking Machine”.

The most **We** will pay for all **Body Corporate Assets** is the amount shown in the **Schedule** against “Body Corporate Assets”.

Optional Benefits

The following benefits 1 - 5 below are optional (Optional Benefits) and are only provided if:

- (a) **You** have chosen one or more of the Optional Benefit(s) and paid the respective additional premium for the Optional Benefit(s);
- (b) an amount is stated in the **Schedule** against the Optional Benefits you have chosen; and
- (c) the **Damage** occurs during the **Period of Insurance** and is caused by a peril which is not excluded.

1. Lot Owners' Floating Floors

We will pay for **Reinstatement of Damage** to a **Lot Owners' Floating Floors** which is not **Common Property** otherwise insured by Section 1, located within a **Lot** at an **Insured Location**.

The most **We** will pay is the amount shown in the **Schedule** against “Lot Owners' Floating Floors”.

2. Lot Owners' Paint and Wallpaper

We will pay for **Reinstatement of Damage** to a **Lot Owners' paint or wallpaper** which is not **Common Property** otherwise insured by Section 1, located within a **Lot** at an **Insured Location**.

The most **We** will pay is the amount shown in the **Schedule** against “Lot Owners' Paint and Wallpaper”.

3. Flood

We will pay for **Damage to Property Insured** caused by **Flood**.

Excluded Peril 4(g) under “Exclusions Applicable to Sections 1” does not apply to this optional benefit.

The most **We** will pay is the amount shown in the **Schedule** against “Flood”.

4. Storm Surge

We will pay for **Damage to Property Insured** caused by water from or action by the sea or ocean, **Storm Surge**, tidal wave or high water.

Excluded Peril 4(h) under “Exclusions Applicable to Sections 1” does not apply to this optional benefit.

The most **We** will pay is the amount shown in the **Schedule** against “Storm Surge”.

5. Catastrophe and Lot Owners' Improvements

Our maximum liability under Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance combined for the Optional Benefits provided by the Catastrophe and Lot Owners' Improvements clauses below in respect of any one loss or series of losses arising out of any one event at the **Insured Location** will be limited to the limit of liability stated in the **Schedule** against “Catastrophe and Lot Owners' Improvements (Combined Section 1 and 3)”.

Catastrophe

Should **Damage to Property Insured** occur during the **Period of Insurance** arising out of a **Catastrophe**, and **Reinstating Your Property Insured** will exhaust the limit of liability for Section 1, then **We** will insure

You for the difference between the actual costs of **Reinstating Your Property Insured** and the Limit of Liability for Section 1, provided that the **Catastrophe** event is covered under Section 1.

Lot Owners' Improvements

If **Lot Owners' Improvements** have been made to any **Lot**, and because of the **Lot Owners' Improvements the Building**, sum insured shown in the **Schedule** is less than total cost to **Reinstate Your Building**, then in the event that **Your Building** is **Damaged** so as to constitute a total loss or constructive total loss and **You** have exhausted the limit of liability for Section 1, **We** will insure **You** for the difference between the actual costs of **Reinstating Your Building** and **Common Property** and the Limit of Liability for Section 1 provided that:

- (1) such **Damage** is covered under Section 1; and
- (2) the **Lot Owners' Improvements** were undertaken with the consent or approval of the **Body Corporate** (or entity or person having authority to grant such consent or approval) in accordance with the by-laws and **Strata Legislation** applicable to **Your Building**.

Section 2: Machinery Breakdown Insurance

The Indemnity

We will pay for **Damage** to **Machinery** having a total power rating not exceeding five (5) kilowatts caused by **Breakdown** happening at an **Insured Location** during the **Period of Insurance** unless that **Damage** is excluded.

Our liability will be limited to the limits and sub-limits of liability stated in the **Schedule** against "Section 2: Machinery Breakdown Insurance" and the period stated in the **Schedule** against "Indemnity Period".

Our maximum liability will be limited to the limit of liability stated in the **Schedule** against "Combined Section 2 and Section 3 - Consequential Loss Insurance Limit of Liability (**Machinery** less than 5 kilowatts)".

Before **We** will pay **Your** claim, **You** must bear the applicable **Deductible** shown in the **Schedule**.

The amount **We** will pay will be calculated in accordance with the Basis of Settlement below.

Basis of Settlement

1. Reinstatement

The amount **We** will pay for **Damage** which is covered under The Indemnity for Section 1 is the cost of **Reinstatement**.

When any **Machinery** is **Damaged** in part only and the cost of **Reinstating** the **Damaged** part is greater than the cost of **Reinstating** the **Machinery** as if it had been wholly destroyed, the most **We** will pay is the cost of **Reinstatement** which **We** would have been required to pay if such **Machinery** had been wholly destroyed.

Where **You** rebuild, repair, restore or replace any **Machinery** at a cost which is less than the cost of **Reinstatement** but greater than the **Indemnity Value** of such **Property Insured**, then that cost so incurred will be deemed to be the cost of **Reinstatement**.

Where exact or complete **Reinstatement** is not possible (for example, if exact materials or parts are no longer manufactured), then **Reinstatement** which matches the condition of the **Machinery** as close as is reasonably practicable to a condition which is substantially the same as, but not better or more extensive than, its condition when it was new, will apply.

2. Obsolete Machinery

In the event of **Damage** to **Machinery**, if the **Machinery** is obsolete, the Basis of Settlement will be the market value of the **Machinery** immediately prior to the **Damage**, but no more than its original purchase cost.

Benefits for Costs, Fees and Expenses

In the event of **Damage** to **Machinery** insured under The Indemnity for Section 2, **We** will also pay:

1. Expediting Costs and Expenses

The costs and expenses necessarily and reasonably incurred for **Reinstatement**, such as overtime, express freight, and hiring of plant and equipment.

However, this benefit does not include the following costs and expenses if incurred without **Our** prior consent (which will not be unreasonably withheld, delayed or conditioned):

- (a) expenses for overseas specialists or consultants to carry out or supervise the repairs;
- (b) air freight by **Aircraft** specifically chartered for the purpose;
- (c) overtime charges which exceed 50% of the cost of carrying out the repairs at ordinary rates;
- (d) any repairs or replacement of hired or loaned **Machinery**.

The most **We** will pay is the amount shown in the **Schedule** against "Expediting Expenses".

2. Insulating Oil or Refrigerant Costs

The costs and expenses necessarily and reasonably incurred to replace:

- a) insulating oil from transformers or capacitors;
- b) liquids or refrigerant gas from air-conditioning or refrigeration units.

However, this benefit does not apply to loss of gas or liquid excluded by Perils Exclusions 1(b)(vi) to this Section 2.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Insulating Oil or Refrigerant Costs".

3. Costs and Expenses to Resume or Maintain Normal Occupation

The costs and expenses necessarily and reasonably incurred in consequence of the Damage for the purpose of resuming or maintaining normal occupation of Your Building.

The most **We** will pay is the amount shown in the **Schedule** against the heading "Costs and Expenses to Resume or Maintain Normal Occupation".

Optional Benefit

The following benefit is optional and is only provided if:

- (a) **You** have chosen the Optional Benefit and paid the respective additional premium for the Optional Benefit;
- (b) an amount is stated in the **Schedule** against "Machinery greater than 5 kilowatts"; and
- (c) the **Damage** occurs during the **Period of Insurance** and is not excluded.

Machinery greater than five (5) kilowatts

We will pay for **Damage to Machinery** having a total power rating greater than five (5) kilowatts, caused by **Breakdown**.

Excluded property 1 (j) under "Exclusions Applicable to Sections 2" does not apply to this optional benefit.

Our maximum liability will be limited to the limit of liability stated in the **Schedule** against "Combined Section 2 and Section 3 - Consequential Loss Insurance Limit of Liability (**Machinery** greater than 5 kilowatts)".

Before **We** will pay **Your** claim, **You** must bear the applicable **Deductible** shown in the **Schedule**.

The amount **We** will pay will be calculated in accordance with the Basis of Settlement above.

Section 3: Consequential Loss Insurance

The Indemnity

Our liability under Part A, Part B, Part C or Part D below will be limited to the limit(s) and sub-limits of liability stated in the **Schedule** against “Section 3: Consequential Loss Insurance” and for the period stated in the **Schedule** against “Indemnity Period”.

Our maximum liability will be limited to the limits of liability stated in the **Schedule** against:

- “Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability”; and
- “Combined Section 2 - Machinery Breakdown Insurance and Section 3 - Consequential Loss Insurance Limit of Liability”.

Before **We** will pay **Your** or a **Lot Owners’** claim, **You** or a **Lot Owner** must bear the applicable **Deductible** shown in the **Schedule**.

Part A

If **Damage** to **Your Building** or **Your Machinery** occurs during the **Period of Insurance** which is insured under The Indemnity for Section 1 or Section 2, and access to, or occupancy of, a **Lot**, **Volumetric Lot**, **Stratum Lot** or **Your Building** (or any part of **Your Building**) is prevented in consequence, **We** will indemnify **You** or a **Lot Owner** for the following losses **You** or a **Lot Owner** incur:

1. Loss of Rent

We will indemnify **You** or a **Lot Owner** for **Loss of Rent** provided that:

- (a) **You** or a **Lot Owner** can submit evidence that at the time of the occurrence of **Damage**, a **Lot**, **Volumetric Lot**, **Stratum Lot** or **Your Building** (or any part of **Your Building**) was leased (e.g. copy of valid lease agreement) or would have been leased (e.g. copy of a managing agency agreement) but for the **Damage**; and
- (b) **You** or a **Lot Owner** take reasonable steps to minimise and prevent **Your** or a **Lot Owners’ Loss of Rent** such as:
- (c) enforcing the terms of the lease agreement for payment of rent or continuation of a fixed lease (where appropriate in the circumstances having regard to the extent of damage and duration of the prevention of access or occupancy of the leased premises); or
- (d) offering **Lease Incentives** to tenants or prospective tenants for the sole purpose of avoiding or diminishing **Loss of Rent** which, but for that expenditure, would have taken place during the indemnity period in consequence of **Damage**, but not exceeding the amount of **Loss of Rent** avoided.

We will not be liable for **Loss of Rent** incurred arising from any failure to take such reasonable steps unless such failure was due to circumstances beyond **Your** or a **Lot Owners’** control.

We will indemnify **You** or a **Lot Owner** for the period beginning on the date the **Loss of Rent** commences and ending:

- (a) on the date **Your** or a **Lot Owners’** tenant can reoccupy a **Lot**, **Volumetric Lot**, **Stratum Lot** or **Your Building** (or any part of **Your Building**) the subject of an ongoing lease agreement; or

- (b) when a **Lot, Volumetric Lot, Stratum Lot** or **Your Building** (or any part of **Your Building**) is leased pursuant to a new lease agreement.

The most **We** will pay is the amount shown in the **Schedule** against “Loss of Rent”.

2. Reletting Costs

Where, in consequence of the prevention of access or occupancy, **Your** or a **Lot Owners’** lessee terminates their lease for a **Lot, Volumetric Lot, Stratum Lot** or **Your Building** (or any part of **Your Building**) they leased, **We** will pay **Your** or a **Lot Owners’** reasonable reletting costs until the time the **Lot, Volumetric Lot, Stratum Lot** or **Your Building** (or any part of **Your Building**) is relet.

The most **We** will pay is the amount shown in the **Schedule** against “Reletting Costs”.

Part B

If **Damage** to **Your Building** or **Your Machinery** occurs during the **Period of Insurance** which is insured under The Indemnity for Section 1 or Section 2, and access to, or occupancy of, a **Lot** (provided it is occupied by the **Lot Owner**), is prevented in consequence, **We** will pay the **Lot Owner** for the following:

1. Temporary Accommodation

We will pay a **Lot Owners’** reasonable cost of **Temporary Accommodation**.

We will also pay the reasonable costs for the removal, storage and return of a **Lot Owners’** undamaged contents and the cost of insuring a **Lot Owners’** undamaged contents during such removal, storage and return.

The most **We** will pay is the amount shown in the **Schedule** against “Temporary Accommodation”.

2. Emergency Accommodation

We will pay a **Lot Owners’** reasonable cost of **Emergency Accommodation**, provided that the **Lot Owner** occupies the **Lot** solely for residential purposes.

The most **We** will pay is the amount shown in the **Schedule** against “Emergency Accommodation”.

3. Boarding Expenses for Pets

We will pay the reasonable costs to board a **Lot Owners’** pets in alternative accommodation if they are not permitted to stay with the **Lot Owner** under the terms and conditions of the **Lot Owners’** alternative accommodation, provided that the **Lot Owner** occupies the **Lot** solely for residential purposes.

The most **We** will pay is the amount shown in the **Schedule** against “Boarding Expenses for Pets”.

Part C

This Part C extends the indemnity provided by Part A for **Loss of Rent** and **Reletting Costs**, and **Temporary Accommodation** provided by Part B (but not **Emergency Accommodation**) where occurring directly in consequence of:

1. Prevention of Access

Damage to property of a type that Section 1 insures (but which is not **Property Insured**), located within one (1) kilometre of **Your Building**, which occurs during the **Period of Insurance** and which prevents

access to, or occupancy of, a **Lot, Volumetric Lot, Stratum Lot or Your Building** (or any part of **Your Building**).

For the purposes of this extension, indemnity commences at the expiration of:

- (a) the number of hours stated in the **Schedule** against the **Deductible** for “Prevention of Access”; or
- (b) if there is no number stated in the **Schedule** against the **Deductible** for “Prevention of Access”, twenty-four (24) hours;

after access to, or occupancy of, the **Lot, Volumetric Lot, Stratum Lot or Your Building** (or any part of **Your Building**) is prevented and continues for an indemnity period of thirty (30) days.

This extension does not apply in the event of **Damage** to property of any supply undertaking from which **You** or the **Lot Owner** obtains electricity, gas, water or telecommunication services.

The most **We** will pay is the amount shown in the **Schedule** against “Prevention of Access”.

2. Interruption of Utilities

Damage to property during the **Period of Insurance** at any:

- (a) generating station or sub-station of any electricity supply undertaking;
- (b) land based premises of any gas supply undertaking or of any natural gas producer linked directly to the gas supply undertaking;
- (c) water works and pumping stations of any water supply undertaking,

which causes interruption to the electricity, gas or water supply and renders access to, or occupancy of a **Lot, Volumetric Lot, Stratum Lot or Your Building** (or any party of **Your Building**) being prevented.

For the purposes of this extension, indemnity commences at the expiration of:

- (a) the number of hours stated in the **Schedule** against the **Deductible** for “Interruption of Utilities”; or
- (b) if there is no number stated in the **Schedule** against the **Deductible** for “Interruption of Utilities”, twenty-four (24) hours;

after access to, or occupancy of, the **Lot, Volumetric or Stratum Lot or Your Building** (or any part of **Your Building**) is prevented and continues for an indemnity period of thirty (30) days.

This extension does not apply to **Damage** at or to any over-head, underground, undersea or space communication, transmission or distribution equipment conveying services to **Your Building** or to a **Lot**.

The most **We** will pay is the amount shown in the **Schedule** against “Interruption of Utilities”.

3. Restrictions on the Insured Location

Access to, or occupancy of, a **Lot, Volumetric Lot, Stratum Lot or Your Building** (or any part of **Your Building**) being prevented by an order of police, government body or authority, or other lawful authority, directly relating to:

- (a) the discovery of vermin or pests at the **Insured Location**;
- (b) **Damage** to the wastewater system at the **Insured Location**;
- (c) the occurrence of an illness which is directly caused by the consumption of food or drink provided at the **Insured Location**;
- (d) the closure or evacuation of the whole or part of the **Insured Location** as a direct result of an incidence or outbreak of a **Covered Disease** at the **Insured Location**; or
- (e) any incidence of murder or suicide at the **Insured Location**;

provided that **You** or the **Lot Owner** or **Stratum Lot Owner** or **Volumetric Lot Owner** take reasonable steps to minimise and prevent **Your** or the **Lot Owner's** or **Stratum Lot Owner** or **Volumetric Lot Owner's** losses arising from the events listed at (a) to (e) above. **We** will not be liable for losses incurred arising from any failure to take such reasonable steps unless such failure was due to circumstances beyond **Your** or the **Lot Owner's** or **Stratum Lot Owner** or **Volumetric Lot Owner's** control.

For the purposes of this extension, indemnity commences at the expiration of:

- (a) the number of hours stated in the **Schedule** against the **Deductible** for "Restrictions on the Insured Location"; or
- (b) if there is no number stated in the **Schedule** against the **Deductible** for "Restrictions on the Insured Location", forty-eight (48) hours;

after access to, or occupancy of, the **Insured Location**, is prevented and continues for an indemnity period of thirty (30) days.

The most **We** will pay in the aggregate for **You** and all **Lot Owners**, **Stratum Lot Owners** and **Volumetric Lot Owners** in any one **Period of Insurance** in respect of all losses is the amount shown in the **Schedule** against "Restrictions on the Insured Location".

Before **We** will pay a claim, **You** or a **Lot Owner**, **Stratum Lot** or **Volumetric Lot Owner** must bear the applicable **Deductible** shown in the **Schedule**.

Part D

Claim Preparation Costs

We will pay **Your** reasonable **Claim Preparation Costs** incurred in relation to any claim insured under Parts A to C of this Section 3.

The most **We** will pay is the amount shown in the **Schedule** against "Claim Preparation Costs".

Section 4: Crime Insurance

The Indemnity

We will indemnify You for direct loss of:

- (a) **Money** or **Securities** forming party of **Body Corporate Assets** which is kept at a **Specified Location** or held by the **Strata Manager** for the **Body Corporate**; or
- (b) **Property Insured**;

that is sustained and discovered during the **Period of Insurance**, resulting from **Crime** committed by an **Employee**, **Office Bearer** or **Strata Manager** acting alone or in collusion with others.

Any losses covered under this Section 4 resulting from a single act or any number of acts in which the same **Employee**, **Office Bearer** or **Strata Manager** is implicated, whether such act or acts occurred before or during the **Period of Insurance**, are to be treated as a single loss for the purposes of this Section 4. In the case of a number of acts, loss will be deemed to have been discovered on the date of the first discovery of any of such acts.

Our liability will be limited to the limits and sub-limits of liability stated in the **Schedule** against “Section 4 Crime Insurance”.

Before **We** will pay **Your** claim, **You** must bear the applicable **Deductible** shown in the **Schedule**.

The amount **We** will pay will be calculated in accordance with the Basis of Settlement below.

Basis of Settlement

The amount **We** will pay for loss which is insured under The Indemnity for Section 4 is as follows:

- 1. for **Securities**, the lesser of:
 - (a) the actual market value at the closing price of such **Securities** on the business day immediately preceding the day on which the loss is discovered;
 - (b) the cost of replacing the **Securities**; or
 - (c) the cost to post a lost instrument bond;

- 2. for **Money**, the actual market value;

- 3. for physical documents including but not limited to, manuscripts, deeds, and business books:

The cost of repairing, replacing, reproducing or restoring same, including information contained on them but excluding the value to **You** of the information or, if repair, replacement, reproduction or restoration is not carried as soon as reasonably practicable, the replacement cost of materials as blank stationery at the time and place of the loss;

- 4. for **Property Insured**, the lesser of:
 - (a) the price paid for the **Property Insured**; or
 - (b) the market value of the **Property Insured** at the time the loss was discovered.

Exclusions Applicable to Sections 1, 2, 3 and 4

The following exclusions apply to Sections 1, 2, 3 and 4, unless expressly varied elsewhere in the **Policy**. They are in addition to the exclusions in “General Exclusions”.

Excluded Property

1. **We** will not pay for loss or **Damage** to:
 - (a) land including embankments, top-soil and back-fill, but excluding **Landscaping** which forms part of **Common Property**;
 - (b) property located underground or off-shore, but excluding basements, underground car parks or other such permanent improvements and services forming part of any **Building**;
 - (c) livestock, animals, birds or fish, but excluding birds or fish contained in an aviary or aquarium forming part of **Common Contents** used solely for decorative purposes and only in respect of **Damage** arising from fire;
 - (d) lawns, grass, garden areas or plants (such as trees, shrubs or hedges) unless planted in the ground and located on **Common Property**;
 - (e) jewellery, precious stones, bullion, furs, **Fine Art** (other than **Fine Art** which is **Common Contents**), curiosities, relics and rare books;
 - (f) overhead, underground or undersea electrical and telecommunication transmission and distribution lines including wires, cables, poles, pylons, standards, towers, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures that carry electric current, telecommunication services or any other communications signals, other than those located within 250 metres of the **Insured Location**;
 - (g) vehicles required to be licensed for road use, caravans, trailers, railway locomotives or rolling stock, **Watercraft**, **Aircraft** or spacecraft (including but not limited to satellites), and any accessories or spare parts relating to such property;
 - (h) property while in transit;
 - (i) **Property Insured** undergoing construction, erection, alteration, addition or partial dismantlement of existing structures where the total value of the works exceeds 10% of the limit of liability shown in the **Schedule** for Section 1 or \$1,000,000, whichever is the lesser;
 - (j) explosives and contraband;
 - (k) property of others including:
 - (i) **Lot Owners' Contents** other than as expressly insured elsewhere in the **Policy**;
 - (ii) **Stratum Lot or Volumetric Lot Owners' Contents**;
 - (iii) Tenants' property;
 - (l) water in swimming pools, spas, water tanks, reservoirs, lagoons or any other water course;
 - (m) all blockchain-based digital assets such as cryptocurrency(ies), cryptoassets, cryptographic tokens and non-fungible tokens;
 - (n) **Your Property Insured** at any **Insured Location** that has been unoccupied for more than 90 days. This Exclusion does not apply to **Damage** caused by:
 - (i) lightning, **Earthquake** and **Subterranean Fire**; or
 - (ii) impact by any road vehicle or their loads, animals, trees or branches, meteorite, **Aircraft** or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts thereof which do not belong to **You**.

General Exclusions

1. **We** will not pay for any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:
 - (a) a **Communicable Disease**; or
 - (b) the fear or threat (whether actual or perceived) of a **Communicable Disease**.

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

- (a) for a **Communicable Disease**; or
 - (b) any **Insured Location** that is or may be affected by a **Communicable Disease**.
2. **We** will not pay for any loss, **Damage**, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:
 - (a) **Cyber Loss**;
 - (b) 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 Processing Media** or **Data**, including any amount pertaining to the value of such **Data**, subject to the provisions of paragraph 2(a);
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - (c) Paragraph 2(a) does not apply where a **Computer System Incident** (other than one of the type described in (c) of the definition of **Computer System Incident** - which shall remain excluded by paragraph 2(a)) either:
 - (i) directly causes a fire or explosion, unless that **Computer System 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**; or
 - (ii) is directly caused by a peril or event insured by the **Policy**, unless such peril or event 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**;provided that the cover available under clauses 2(c)(i) and 2(c)(ii) above is limited to **Damage** to property insured by this **Policy** that is owned by, or operated and under **Your** control.
 - (d) Subject to all the terms, conditions, limitations and exclusions of the **Policy** or any endorsement applied to it, should **Data Processing Media** owned by, or operated and under **Your** control suffer **Damage** insured by the **Policy**, then the **Policy** will cover:
 - (i) 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 the costs of research and engineering or any costs of recreating, gathering or assembling the **Data**. If such **Data Processing Media** is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank **Data Processing Media**; The **Policy** excludes any amount pertaining to the value of such **Data** to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled;
 - (ii) loss as insured under the **Policy** resulting from interruption of or interference with **Your** occupation of the **Situation** occasioned by such **Damage** to **Data Processing Media**. The **Indemnity Period** will begin with the occurrence of the **Damage** and ends at the later of:
 - A. the date that **Data Processing Media** is repaired, replaced or restored; or
 - B. the date that **Data** is copied to such **Data Processing Media** from back-up or from originals of a previous generation; or
 - C. the date that it is reasonably ascertained that **Data** cannot be copied from a back-up or from originals of a previous generation but in any case no longer than 48 hours from when the process of attempting to copy such **Data** began.

- (e) The **Policy** does not cover any **Damage** to any **Data Processing Media** that **You** use, but do not either (a) own or (b) operate and have the control of, or any consequential loss of any kind resulting therefrom, including consequential loss due to interruption or interference with Your occupation of the **Situation**, delay, loss of contract or depreciation in the value of land.
- 3. Other than as provided for by Section 3, Sections 1, 2 and 3 do not cover consequential loss such as loss of market value, loss due to delay, lack of performance and depreciation in value.

Exclusions Applicable to Section 1:

The following exclusions apply to Section 1 unless expressly varied elsewhere in the **Policy**. They are in addition to the exclusions in "General Exclusions".

Excluded Property

- 1. **We** will not pay for loss or **Damage** to:
 - (a) any installation or alteration to **Your Property Insured** which is contrary to the applicable statute, regulation, ordinance, direction or approval of the relevant local government or statutory authority, guidelines, specifications, or the articles, by-laws or rules of the **Body Corporate**. Provided that, this exclusion will not apply to subsequent **Damage** caused by the illegal installation or alteration to **Property Insured**;
 - (b) **Money** resulting directly or indirectly from:
 - (i) shortage due to errors or omissions in receipts or payments, accountancy depreciation, currency fluctuations;
 - (ii) forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer;
 - (iii) use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, or irrecoverable;
 - (iv) being left unattended in a motor vehicle, unless securely locked and out of sight inside a motor vehicle (unless there is no option other than to leave the **Money** unattended in such a vehicle due to an emergency medical, security or evacuation situation);
 - (v) fraud or dishonesty of any **Employee, Office Bearer or Strata Manager**;
 - (vi) extortion, kidnap or ransom; or
 - (vii) being in the possession or control of any representative of **Yours** who is not authorised to have, or take, possession or control of **Money**;
 - (c) **Buildings** that are empty and awaiting or undergoing demolition, unless **We** have agreed in writing to provide cover before the commencement of demolition;
 - (d) property in the open, shade fabrics and membranes, shade structures, fibreglass houses and glass houses, gates, fences, retaining walls, signs, awnings and blinds in respect of **Damage** caused by wind, rain, hail, sleet, snow, **Flood** or dust. Provided that this exclusion will not apply where such property is required to be insured by the relevant **Strata Legislation**.

Excluded Perils

- 1. **We** will not pay for loss or **Damage** directly or indirectly occasioned by or happening through:
 - (a) **Inherent Vice, Latent Defect**, vibration, gradual deterioration, fading, **Wear and Tear** or any other gradually operating causes;
 - (b) corrosion, rust, concrete or brick cancer, wet or dry rot, **Fungi**, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin, insects, moths or termites;
 - (c) change in temperature, humidity, colour, flavour, texture, smell or finish;
 - (d) smut or smoke from industrial operations;

- (e) settling, cracking, shrinkage, or expansion of pavements, driveways, paths, bridges, roadways, retaining walls, carpark, foundations, footings, walls, floors, ceilings, or swimming pools;
- (f) joint leakage, failure of welds, cracking, fracturing, nipple leakage, collapse or overheating of boilers, economisers, super heaters, pressure vessels, tubes or pipes, or any range of steam and feed piping in connection therewith;
- (g) the bursting of a boiler, economiser, vessel, machine or apparatus belonging to or under **Your** control, other than those in which internal pressure is due to water or steam;
- (h) faulty materials or faulty workmanship;
- (i) error or omission in design, plan or specification or failure of design;

provided that Excluded Perils 1. (a) to (i) do not apply to subsequent **Damage to Property Insured** occasioned by a peril (not otherwise excluded) resulting from any peril referred to in this exclusion.

2. **We will not pay for Damage** directly or indirectly occasioned by or happening through:
- (a) the **Property Insured** undergoing any testing, repair, adjusting, servicing or maintenance, provided that this exclusion applies to the part of the **Property Insured** being actually worked upon, and does not apply to subsequent **Damage** to other property not otherwise excluded;
 - (b) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;
 - (c) **Subsidence**, ground heave, **Erosion** or landslide;
 - (d) incorrect siting of **Buildings** consequent upon:
 - (i) error in architectural design or specification;
 - (ii) **Your** non-compliance (or anyone acting on **Your** behalf) with the necessary permits issued by government, public or local government or statutory authorities.

However, Excluded Perils 2.(a)-(d) do not exclude subsequent **Damage, Loss of Rent, Temporary Accommodation** or **Emergency Accommodation** resulting from a peril not otherwise excluded.

3. **We will not pay for Damage** directly or indirectly occasioned by or happening through:
- (a) **Your**, or **Your Office Bearer's** or **Employee's**, wilful act or failure to act, that increases any loss insured under Section 1;
 - (b) acts of fraud or dishonesty by **Your Office Bearer, Employee**, authorised representative or agent or any other person to whom **You** entrust **Property Insured**. However this exclusion will not apply to acts of arson, malicious damage or vandalism by such persons;
 - (c) disappearance, unexplained inventory shortage, misfiling or misplacing of information;
 - (d) a safe or strong room being opened by the use of a key or combination code through the key or combination code having been left in:
 - (i) any unlocked office of the **Building**; or
 - (ii) the same room as the safe or a room or area containing the strong room;unless such key or combination code have been properly secured or unless obtained through actual or threatened violence to person(s) or property;
 - (e) unless required by the relevant **Strata Legislation**, strikes and any act of strikers, locked out workers or persons taking part in labour disturbances or industrial action, riots and civil commotion.

However, Excluded Perils 3.(a)-(d) do not apply to Section 4.

- (f) **Pollution**, except in respect of **Damage** to the **Property Insured** caused by or resulting from:
 - (i) **Pollution** which results from a peril not otherwise excluded;
 - (ii) a peril which is not otherwise excluded which results from **Pollution**;
- (g) **Flood**;
- (h) water from or action by the sea or ocean, **Storm Surge**, tidal wave or high water, unless caused by or arising from or as a direct consequence of an **Earthquake** or seismic disturbance;
- (i) underground (hydrostatic) water, unless the **Damage** is due to bursting, leaking or overflowing of water tanks, pipes or drains;

- (j) **Breakdown** provided that this exclusion will not apply to any subsequent loss, destruction of or damage to such Machinery occasioned by or happening through any cause or event not otherwise excluded which results from **Breakdown**.

Exclusions Applicable to Section 2

The following exclusions apply to Sections 2, except where expressly varied elsewhere in the **Policy**.

Excluded Property

- 1. **We** will not be liable under Section 2 for **Damage** to the following property:
 - (a) non-metallic vessels, equipment, machines and apparatus, including their glass lining and non-metallic parts;
 - (b) glass linings of vessels, equipment, machines and apparatus;
 - (c) any structure, foundation or setting (other than a bedplate) supporting or housing any **Machinery**, or the lining or fire wall of any unfired vessel;
 - (d) television, video or audio equipment other than security system equipment;
 - (e) expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - (f) **Computer Systems**, telecommunication transmitting and receiving equipment, **Data Processing Media, Data**, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by **You**;
 - (g) plant which has been hired or is on loan unless **We** specifically agree in writing;
 - (h) damage to boilers, cooling towers, air-conditioning chiller sets, diesel generators, elevator motor equipment, inclinators, motor equipment or lift motor equipment where a formal scheduled and preventative maintenance inspection and testing contract is not in place;
 - (i) electrical wiring and fittings associated with lighting and power circuits.
 - (j) **Machinery** with a total power rating greater than five (5) kilowatts.

Excluded Perils

- 1. **We** will not be liable under Section 2 in respect of:
 - (a) **Damage** to **Machinery** directly or indirectly occasioned by or happening through:
 - (i) **Wear and Tear** and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) nor for the cost of maintenance work generally; or
 - (ii) gradually developing flaws, deformation, distortion, cracks or partial fractures;provided that, Perils Exclusions (a)(i) and (ii) is limited to the part(s) of the **Machinery** immediately so affected and will not apply to any other part(s) of the **Machinery** undergoing sudden and unforeseen **Damage** in consequence thereof.
 - (b) **Damage** to **Machinery** directly or indirectly occasioned by or happening through:
 - (i) fault(s) or defect(s) in the **Machinery** known to **You** or **Your** employees but not disclosed to **Us** at the commencement of the **Period of Insurance**.
 - (ii) the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, erosion, corrosion, oxidation or ordinary use;
 - (iii) freezing caused by or resulting from weather conditions;
 - (iv) the carrying out of tests involving abnormal stresses or the intentional overloading;

- (v) the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul;
- (vi) loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts;
- (vii) the cost of converting refrigeration or air-conditioning units from the use of chlorofluorocarbon refrigerant gas to any other type of refrigerant gas;
- (viii) **Damage** for which a supplier, contractor or repairer is responsible by law; and
- (ix) **Damage** arising out of **Your** wilful act(s) or gross negligence or that of **Your** employee(s).

Exclusions Applicable to Section 3

The following exclusion applies to Section 3.

It is in addition to the exclusions in “General Exclusions” and “Exclusions Applicable to Sections 1, 2, 3 and 4”.

- (a) **We** will not pay for **Loss of Rent** for short term accommodation arrangements where a person is given the right to occupy the **Lot** for a period of less than three (3) months at any one time.

Exclusions Applicable to Section 4

The following exclusions apply to Section 4.

They are in addition to the exclusions in “General Exclusions” and “Exclusions Applicable to Sections 1, 2, 3 and 4”.

We will not pay for:

- (a) indirect or consequential loss of any kind such as loss of market value, loss due to delay, interest, gains, profits or other income on **Money, Securities or Property Insured** lost, or depreciation in value;
- (b) loss of income or the increased cost of working as a result of any loss covered under this Section;
- (c) loss caused by an **Employee, Office Bearer or Strata Manager**, acting alone or in collusion with others, which is sustained after **You** acquire knowledge of:
 - (i) **Crime** by such **Employee, Office Bearer or Strata Manager** during the term of employment or engagement with **You**; or
 - (ii) **Crime** involving money, securities or other property valued at \$5,000 or more committed by such **Employee, Office Bearer or Strata Manager** prior to employment or engagement by **You**;

except if such knowledge is only acquired by a person who is acting in collusion with such **Employee, Office Bearer or Strata Manager**;

- (d) loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character;
- (e) loss resulting directly or indirectly from trading or other dealings in **Money, Securities** or other **Property Insured**, provided however this exclusion will not apply to loss resulting solely and directly from **Crime** by an **Employee, Office Bearer or Strata Manager** which results in improper personal financial gain for that **Employee, Office Bearer or Strata Manager** other than salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **Employee** emoluments;
- (f) fees, costs or expenses incurred or paid by **You** in prosecuting or defending any legal proceeding or claim;

- (g) a kidnap, ransom or other extortion payment surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;
- (h) loss of any blockchain-based digital asset such as cryptocurrency(ies), cryptoassets, cryptographic tokens and non-fungible tokens.

Conditions Applicable to Sections 1, 2, 3 and 4

The following conditions are in addition to the conditions in “General Terms and Conditions”. The conditions apply to Sections 1, 2, 3 and 4, unless expressly stated otherwise in the condition.

1. Automatic Reinstatement Following Loss

Unless **You** request otherwise, cover under Section 1 will be automatically reinstated in the event of **Damage**, provided that **You** pay any additional pro-rata premium reasonably requested by **Us**.

This condition, and any other clause in Section 1 which provides automatic reinstatement of cover, will not apply to limit(s) of liability or any additional benefit(s) which are shown in the **Schedule** to be “in the aggregate” during any one **Period of Insurance**.

2. Inadvertent Omissions

Where:

- (a) **You** have notified **Us** of **Your** intention to insure all property in which **You** have a vested interest and believe that all such property is insured; and
- (b) such property is found to have been inadvertently omitted from such insurance;

We will deem it to be insured within the terms of Section 1 or Section 2 subject to payment of such reasonable additional premium required to cover all such property as from the inception of **Your Policy**, or from the date **You** acquire an interest in such property if it is constructed or purchased after the inception of **Your Policy**, provided that as soon as **You** are aware of such error or omission, **You** declare full details to **Us** as soon as reasonably practicable and no later than sixty (60) days of discovery of such error or omission.

3. Reinstatement

If any **Property Insured** is **Reinstated** by **Us**, **You** must at **Your** own expense provide all such plans, documents, books and information as may reasonably be required by **Us**.

4. Inspection

You agree to assist us with access to inspect, enter, take or keep possession of **Damaged Property Insured** or **Insured Location** upon the provision of reasonable notice to **You**, and to the extent of **Your** ability. **You** remain responsible for **Your** property and will not be entitled to abandon any property to **Us**, whether or not **We** have taken possession. If **You** or anyone acting on **Your** behalf does not comply with **Our** reasonable requirements or hinders or obstructs **Us** in doing any of the above-mentioned acts, then the benefits under Sections 1, 2 and 3 (as may be applicable) may be reduced or refused to the extent that **We** are prejudiced.

5. Reasonable Precautions

At all times during the **Period of Insurance**, **You** must take reasonably practicable precautions to prevent **Damage**, which may include but are not limited to, complying with applicable laws, statutory obligations, by-laws, regulations or other public authority requirements that concern safety of persons or property, and undertaking routine maintenance and upkeep of the **Property Insured**.

6. Fire Protection Devices

During the **Period of Insurance**, **You** must take reasonably practicable steps to maintain any automatic sprinkler or automatic fire alarm installations or any other fire protection in **Your Building**, such as maintaining:

- (a) the installation(s) including the automatic alarm signal in efficient condition;
- (b) ready access to the water supply control facilities.

7. Fire Extinguishing Appliances

You must take reasonably practicable steps to keep fire extinguishing appliances in working order during the **Period of Insurance**.

8. Statutory Inspection

You must obtain certificates of inspection for all equipment required by any applicable statute or regulation to be certified.

9. Salvage

If any **Damaged** or lost **Property Insured** is recovered by **You** after a payment has been made by **Us** under Sections 1 and 2 and 4, **You** must give **Us** notice as soon as reasonably practicable, and allow us to take possession of such **Damaged** or lost **Property Insured**.

If any such **Damaged Property Insured** has a salvage value, **We** will be entitled to such salvage value.

10. Strata Manager Acts

Your rights under this **Policy** will not be reduced or eliminated due solely to any failure, error, act or failure to act of the **Strata Manager** while acting on **Your** behalf.

11. Land Value Disputes

Any disputes for the purposes of Section 1, clauses 4, 5 or 6 of the Basis of Settlement will be referred to the decision of two registered valuers, one to be appointed by each of **You** and **Us**, and in the case the two registered valuers do not agree, the dispute will be referred to a third registered valuer, nominated by the Chair of the Australian Property Institute (in the same state or territory as the **Insured Location**) as an expert, whose decision will be binding. The cost of the third valuer is to be shared equally by **You** and **Us**.

12. Increase in Costs of Reinstatement

The amount recoverable under Section 1 for increases in costs of **Reinstatement** will not include the cost(s) incurred to comply with the requirements of any statute or regulation or of any by-law or regulation of any local government or statutory authority:

- (a) with which **You** had been required to comply prior to the happening of the **Damage**;
- (b) regulating the actual or suspected presence of contaminants or pollutants;
- (c) regulating **Asbestos** material removal, unless the **Asbestos** is itself **Damaged** by a peril which is not otherwise excluded.

Section 5: General Liability Insurance

The Indemnity

We will indemnify **You** against all sums which **You** become legally liable to pay as **Compensation** in respect of:

- (a) **Personal Injury**;
- (b) **Property Damage**;

first happening within Australia during the **Period of Insurance** as a result of an **Occurrence** in connection with **Your Property Insured**.

Our liability will be limited to the limits and sub-limits of liability stated in the **Schedule** against “Section 5: General Liability Insurance”.

Deductible

The **Deductible** is the corresponding amount stated in the **Schedule** which is borne and payable by **You** arising from each and every **Occurrence** (unless otherwise specified in the **Schedule**). The **Deductible** is borne and payable by **You** at such time required by **Us**. The **Deductible** applies to **Defence Costs** as well as **Compensation**. **Our** liability to indemnify **You** under this Section 5 applies only in respect of the amount of **Defence Costs** and **Compensation** that exceeds the **Deductible**.

If more than one **Deductible** applies to an **Occurrence** then the **Deductibles** will not be aggregated, and only the single largest applicable **Deductible** will apply.

Extensions

Each of the following extensions automatically apply unless otherwise stated in the **Policy**. Each extension is, unless otherwise stated, subject to The Indemnity for Section 5 and all other terms, exclusions and limitations of this **Policy**, including any applicable limit of liability.

1. Defence Costs

In respect of any liability for **Compensation** indemnifiable under this Section 5, **We** will pay **Defence Costs** in addition to the limit of liability, subject to the following:

- (a) **We** are not obliged to pay any **Defence Costs** or to defend any suit after the limits of liability have been exhausted;

2. Payment Exceeding the Limits of Liability

If a payment exceeding the limits of liability has to be made to dispose of a claim, **Our** liability for **Defence Costs** is limited to the proportion that **Our** liability to indemnify **You** for **Compensation** under this Section 5 bears to that payment;

3. Watercraft

Exclusion 1(a) of “Exclusions Applicable to Section 5” does not apply to **Watercraft**:

- (a) while ashore on premises owned by or rented to **You**;

- (b) under 8 metres in length; or
- (c) operated by an independent contractor.

4. Insured Contract

Exclusion 1(b) of “Exclusions Applicable to Section 5” will not apply to an **Insured Contract**.

5. Property in Your Care, Custody or Control

Exclusion 1(f) of “Exclusions Applicable to Section 5” does not apply to **Property Damage** to:

Vehicles (other than **Vehicles** owned or used by **You** or on **Your** behalf) in **Your** care, custody or control but only while such **Vehicles** are in a car park located on **Common Property**.

6. Liability to Employees

Exclusion 1(h) of “Exclusions Applicable to Section 5” does not apply to liability for **Compensation** for **Personal Injury** to which this Section 5 applies assumed by **You** under an **Insured Contract**.

7. Vehicles

Exclusion 1(l) of “Exclusions Applicable to Section 5” does not apply to:

- (a) **Personal Injury** that is not covered by compulsory liability insurance or any statutory fund unless by reason of any breach of applicable legislation relating to **Vehicles**;
- (b) **Personal Injury** or **Property Damage** occurring during the loading or unloading of a **Vehicle** or caused by, or arising from, the collection or delivery of any goods from or to the **Vehicle**;
 - (i) where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare; and
 - (ii) where applicable legislation does not require insurance against such liability;
- (c) **Personal Injury** or **Property Damage** resulting from the use of a **Vehicle** as a tool of trade at the **Insured Location**:
 - (i) where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare; and
 - (ii) where applicable legislation does not require insurance against such liability.

8. Sudden and Accidental Pollution

Exclusion 1(m) of “Exclusions Applicable to Section 5” will not apply to **Personal Injury** or **Property Damage** which:

- (a) arises from a sudden, identifiable, unintended and unexpected **Pollution** event from **Your** standpoint; and
- (b) which takes place in its entirety at a specific time and place and occurs within Australia.

The most **We** will pay under this extension is the amount shown in the **Schedule** against “Sudden and Accidental Pollution”.

9. Contract Works Activities

Exclusion 1(e) of “Exclusions Applicable to Section 5” will not apply to **Personal Injury** or **Property Damage** arising out of **Contract Works Activities** undertaken by **You** or on **Your** behalf where the total cost of such works is less than \$1,000,000 or 10% of the limit of liability stated in Schedule against Section 1 Property Damage Insurance, whichever is the lesser unless **We** agree otherwise in writing.

Optional Extension of Cover

The following extension is optional and is subject to additional premium. The extension is only provided where an amount is shown in the **Schedule** against Section 5 “Indemnity to Others”.

Indemnity to Others

The definition of **You** is extended for the purposes of this Section 5 to include any person, organisation, government or other statutory authority or company to whom or to which **You** are obligated by virtue of a written agreement to provide insurance as is afforded by this Section 5, but only to the extent and limit required by such contract and subject to the terms and conditions of this Section 5.

Exclusions Applicable to Section 5

The following exclusions apply to Section 5. They are in addition to the exclusions in “General Exclusions”.

1. **We will not pay for any Compensation or Defence Costs** for, or arising out of:
 - (a) the ownership, possession, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any **Aircraft** or **Watercraft** by **You** or on **Your** behalf;
 - (b) **Your** assumption of liability in a contract or agreement, but this exclusion does not apply to liability for damages for **Personal Injury** or **Property Damage** which **You** would have had in the absence of such contract or agreement;
 - (c) **Data Risk** or **Cyber Liability**;
 - (d) **Property Damage** to any property owned by **You**;
 - (e) any **Contract Works Activities**;
 - (f) **Property Damage** to property owned by **You** or any property of others in **Your** physical care, custody or legal control;
 - (g) any **Personal Injury** or **Property Damage** sustained by any of **Your Employees** arising out of and in the course of employment;
 - (h) any obligation for which **You** may be held liable under any workers' compensation or accident compensation scheme;
 - (i) any **Employment Practices**;
 - (j) any:
 - i) exemplary or punitive damages;
 - ii) a fine or other penalty; or
 - iii) multiple portion of any multiplied damages award;
 - (k) an event for which insurance is accepted by **Us** under Section 6;
 - (l) the ownership, possession, maintenance or use of any **Vehicle** in respect of which there is required by law to be in force a policy of compulsory liability insurance or contribution to a statutory fund for that purpose;
 - (m) actual, alleged or threatened:
 - i) discharge, dispersal, release, seepage, migration or escape of **Pollution**, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up **Pollution**; or
 - ii) the cost of preventing the escape of **Pollution**;
 - (n) any goods or products manufactured, constructed, erected, installed, repaired, serviced, treated, sold or supplied by **You** or on **Your** behalf.
- (o) any liability directly or indirectly caused by, arising out of or in any way connected with **Abuse**.
2. **We will not pay for any Compensation or Defence Costs** for, or arising out of:
 - (a) the rendering of or failure to render any professional advice, service or instruction or any error, act or omission connected therewith; or
 - (b) any advice, design, formula or specification given for a fee;

regardless of whether or not:

 - (c) a claim is made by any client or other person or organisation; or
 - (d) any of the foregoing is ordinary to any Insured's profession.

This exclusion does not apply to first aid rendered to others as a result of Bodily Injury to which this insurance applies.

Conditions Applicable to Section 5

The following conditions apply to Section 5. They are in addition to the conditions in “General Terms and Conditions”.

1. Strata Manager Agreement

We will not reduce the amount of **Compensation** or **Defence Costs** payable for **Personal Injury** or **Property Damage** under this Section 5 by reason only of the provisions of a written agreement or contract entered into by **You** with a **Strata Manager** which limits their liability to **You** arising out of the provision or non-provision of their services to **You**, where the contract or agreement is made prior to the **Personal Injury** or **Property Damage**.

2. Conduct of Claim

- (a) **We** have the right, if **We** so elect, to:
 - (i) defend any claim made against **You** in respect of **Personal Injury** or **Property Damage** and if **We** exercise such right then **We** will pay **Defence Costs** in connection with such claim; and
 - (ii) bring any cross claim in **Your** name even if any of the allegations of the suit are groundless, false or fraudulent.
- (b) **We** may, without prejudicing **Your** rights in respect of any claim, enter into an agreement with **You** to pay **You**:
 - (i) any settlement amount offered by a claimant which represents a reasonable settlement of the claim against **You** based on legal advice; or
 - (ii) the full amount of any claim made against **You** but subject to the applicable limit of liability not being exceeded (after deduction of any amounts already paid);in exchange for **Our** further obligation or liability in respect of such claim being extinguished.
- (c) If **We** pay or incur amounts for **Compensation** or **Defence Costs**, then it is a condition of this Section 5 that **You** must reimburse **Us** as soon as reasonably practicable following **Our** request for these amounts up to the amount of the applicable **Deductible** as shown in the **Schedule**.
- (d) If **You** defend any claim, to which this Section 5 applies, then **We** will reimburse **You** for **Defence Costs** incurred with **Our** consent (which will not be unreasonably delayed, conditioned or withheld) in connection with such claim, unless we have made payment in accordance with 2(a) above.

Section 6: Environmental Impairment Liability Insurance

This Section 6 provides coverage on a claims-made and notified basis. To understand what this means in relation to **Your** cover, please refer to the “Claims Made and Claims Made and Notified Insurance” notice at page 18 of this **Policy**.

The Indemnity

We will indemnify **You** for:

1. **Claims;**
2. **Remediation Costs;** and
3. **Legal Defence Expenses;**

arising out of a **Pollution Condition** on, at, under, or migrating from **Insured Location(s)**, provided the **Claim** is first made, or **You** first discover such **Pollution Condition** during the **Period of Insurance**, and provided such **Claim** or discovery is reported to **Us**, in writing, during the **Period of Insurance**, or within thirty (30) days after the expiration of the **Period of Insurance**, or during any applicable **Extended Reporting Period**.

The coverage afforded under this Section 6 only applies to **Pollution Condition(s)** that first commence, in their entirety, on or after the inception date of this **Policy**.

The most **We** will pay for all **Claims**, **Remediation Costs**, and **Legal Defence Expenses** arising from the same, continuous, repeated, or related **Pollution Condition** is the limit and sub-limits of liability shown in the **Schedule** against Section 6.

The limit of liability shown in the **Schedule** against Section 6 is **Our** maximum liability under this Section 6 with respect to all **Claims**, **Remediation Costs**, and **Legal Defence Expenses** for all **Pollution Conditions**.

Self-Insured Retention

The **Self-Insured Retention** stated in the **Schedule** applies to all **Claims**, **Remediation Costs**, and **Legal Defence Expenses** arising from the same, continuous, repeated, or related **Pollution Condition**.

You are responsible for paying up to the **Self-Insured Retention** stated in the **Schedule** towards any **Claims**, **Remediation Costs**, or **Legal Defence Expenses**.

You must provide satisfactory evidence that the **Self-Insured Retention** has been incurred upon which time **We** will provide indemnity. Under no circumstances will **We** be liable to pay any amount within the **Self-Insured Retention**.

Extensions

Each of the following extensions automatically apply unless otherwise stated in the **Policy**. Each extension is, unless otherwise stated, subject to The Indemnity for Section 6 and all other terms, exclusions and limitations of this **Policy**, including any applicable limit of liability.

1. Environmental Indemnity Obligations

Exclusion 1 of “Exclusions Applicable to Section 6” does not apply to **Environmental Indemnity Obligations**.

2. Remediation Costs

Exclusion 6 of “Exclusions Applicable to Section 6” does not apply to **Remediation Costs**.

3. Lead-based paint

Exclusion 10 of “Exclusions Applicable to Section 6” does not apply to:

- (a) lead-based paint in soil or groundwater;
- (b) claims for **Bodily Injury**, including any associated **Legal Defence Expenses**, based upon or arising out of the presence of lead-based paint.

Exclusions Applicable to Section 6

The following exclusions apply to Section 6. They are in addition to the exclusions in “General Exclusions”.

We will not indemnify **You** for any **Claim(s)**, **Remediation Costs**, or **Legal Defence Expenses** arising out of or related to:

- 1. liability of others assumed by **You** through contract or agreement, except if the liability would have attached to **You** in the absence of such contract or agreement.
- 2. **Pollution Condition(s)** at **Insured Location(s)** where such **Pollution Condition(s)** first commenced after the **Insured Location(s)** had been sold, abandoned, or given away by **You** or was condemned.
- 3. **Bodily Injury** to:
 - (a) **Your Employee(s)**:
 - (i) arising out of and in the course of employment by **You**; or
 - (ii) performing duties related to the conduct of their employment by **You**.
 - (b) the **Spouse**, child, parent, brother or sister of **Your Employee** as a consequence of paragraph (a) above.

For the avoidance of doubt, this exclusion applies:

- (a) Whether **You** may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.
- 4. **Fungi**, where such **Fungi** is caused by or related to the presence or use of an **Exterior Insulation and Finish System** (EIFS), or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product.

5. payment of fines, penalties, punitive, exemplary or multiplied damages based upon or arising out of **Your** knowing, wilful, or deliberate non-compliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any legal costs associated with such fines and penalties. This exclusion will not apply to coverage for punitive damages where such coverage is allowable by law.
6. **Damage** to real or personal property owned by, leased to, loaned to, or rented by **You**, or otherwise in **Your** care, custody, or control.
7. expenses incurred by **You** for services performed by salaried staff and any of **Your Employees**.
8. the intentional disregard of or knowing, wilful, or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by any **Responsible Insured**. This exclusion does not apply to any **Insured** who is not the perpetrator of, or who did not know of or condone, any one or more of the acts described above.
9. **Pollution Conditions** in existence prior to the **Period of Insurance** and reported to a **Responsible Insured**, but not specifically disclosed to **Us** prior to the commencement of the **Period of Insurance**. Any **Pollution Conditions** specifically disclosed to **Us** and noted on the **Schedule** are deemed to be first discovered during the **Period of Insurance**.
10. lead based paint.
11. the presence or removal of naturally occurring substances, except in those circumstances where such substances are present at **Insured Location(s)** as a result of human activities or processes.
12. a change in the occupancy, use or operations at the **Insured Location** that materially increases the likelihood or severity of a **Pollution Condition(s)** or **Claim(s)** from the intended occupancy, use or operations, as of the inception date of this **Policy**.
13. **Pollution Conditions** emanating from an **Underground Storage Tank** at **Insured Location(s)**. However, this exclusion does not apply to any:
 - (a) flow-through process tank including, but not limited to a septic tank, oil or water separator, sump, or any stormwater or wastewater collection or treatment vessel or system; or
 - (b) tank that is located below ground, provided that such tank is located on or above the floor of a basement of a building or on or above the floor of any shaft or tunnel.

Conditions Applicable to Section 6

The following conditions apply to Section 6. They are in addition to the conditions in “General Terms and Conditions”.

1. Defence and Settlement

- (a) **We** have the right and duty to defend **You** against a **Claim** to which this Section 6 applies. **We** will have no duty to defend **You** against any **Claim(s)** to which this Section 6 does not apply. **Our** duty to defend **You** ends once the limits of liability are exhausted, or once **You** unreasonably refuse a settlement offer as provided in paragraph 1. (e) below.
- (b) **We** have the right to select legal counsel to represent **You** for the investigation, adjustment, and defence of any **Claim(s)** covered under this Section 6. Selection of legal counsel by **Us** will not be done without **Your** consent which will not be unreasonably withheld, delayed or conditioned.
- (c) **You** have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation or remediation of any **Pollution Condition** covered under this Section 6.

You must receive **Our** written consent prior to the selection and retention of such consultant, except in the event of an **Emergency Response**. **Our** consent will not be unreasonably withheld, delayed or conditioned.

- (d) **Legal Defence Expenses** are part of and not in addition to the limit of liability shown in the **Schedule** for Section 6, and the payment by **Us** of **Legal Defence Expenses** reduces the limit of liability. **Legal Defence Expenses** are subject to the **Self-Insured Retention**.
- (e) **We** will present all settlement offers to **You**. If **We** recommend a settlement which is acceptable to a claimant, exceeds any applicable **Self-Insured Retention**, is within the limits of liability, and does not impose any additional unreasonable burden(s) on **You**, and **You** unreasonably refuse to consent to such settlement offer, then **Our** duty to defend **You** will end. **Our** liability will not exceed the amount for which the **Claim** could have been settled if **Our** recommendation had been accepted, exclusive of the **Self-Insured Retention**.

2. Extended Reporting Period

- (a) If this Section 6 is neither renewed, nor replaced with a similar policy with any other insurer at the expiry of the **Period of Insurance**, **You** will be automatically entitled to an **Extended Reporting Period** of sixty (60) days from the date of expiry, without additional premium, provided that any **Claim** notified during such **Extended Reporting Period** occurred in connection with **Your** ownership of **Property Insured** prior to the expiry of the **Period of Insurance**.
- (b) Should **You** obtain a replacement policy providing substantially the same cover with another insurer at any time during the **Extended Reporting Period**, such **Extended Reporting Period** will cease from the date upon which such replacement policy became effective.
- (c) **Our** offer of reasonable renewal terms, conditions, limits of liability or premium different from those of the expiring policy will not constitute a refusal to renew.

3. Continuous, Repeated, or Related Pollution Conditions

- (a) If **We**, or an affiliate of **Ours**, has issued an insurance policy for claims-made premises pollution liability coverage for the **Insured Location** in one or more **Periods of Insurance** and:
 - (i) The discovery of a **Pollution Condition** is reported to **Us** in accordance with clause 4 of the "General Terms and Conditions", then all such continuous, repeated, or related **Pollution Conditions** that are reported to **Us** under a subsequent premises pollution liability policy will be deemed to have been discovered during the **Period of Insurance** for this **Policy**; and
 - (ii) All **Claims** for **Bodily Injury**, **Property Damage**, or **Remediation Costs** arising out of a **Pollution Condition** that was discovered during the **Period of Insurance** referred to in sub-clause 3(a)(i) above, including any continuous, repeated, or related **Pollution Conditions**, will be deemed to have been first made and reported during the **Period of Insurance** referred to in sub-clause 3(a)(i);

provided that **You** have maintained such coverage with **Us** or an affiliate of **Ours** on a continuous, uninterrupted basis since the discovery of such **Pollution Condition** or the first such **Claim** was made against **You** and reported to **Us**.

Section 7: Management Committee Liability Insurance

This Section 7 provides coverage on a claims-made basis. To understand what this means in relation to **Your** cover, please refer to the “Claims Made and Claims Made and Notified Insurance” notice at page 18 of this **Policy**.

The Indemnity

We will pay all **Loss** on account of any **Claim** first made against the **Insured** or an **Insured Person**:

- (a) during the **Period of Insurance**; or
- (b) during the **Extended Cover Period**;

for:

- (i) a **Wrongful Act**;
- (ii) **Employment Practices**; or
- (iii) **Publishers Liability**;

committed, attempted, or allegedly committed or attempted, by the **Insured** or an **Insured Person** after the **Retroactive Date** and prior to the expiry of the **Period of Insurance**.

Our maximum liability for all **Loss** covered under this Section 7 in the aggregate during the **Period of Insurance** is the amount shown in the **Schedule** under Section 7 against “Management Committee Liability Aggregate Limit (Insured, Insured Person and Defence Costs combined)”.

The most **We** will pay:

- (a) for all **Loss** on account of all **Claims** against the **Insured** is the amount shown in the **Schedule** under Section 7 against “Claims against an Insured”;
- (b) for all **Loss** on account of all **Claims** against **Insured Persons** is the amount shown in the **Schedule** under Section 7 against “Claims against an Insured Person”;
- (c) for **Defence Costs** for each and every **Claim** is the amount shown in the **Schedule** under Section 7 against “Defence Costs”;

and such limits are part of and not in addition to the amount shown in the **Schedule** under Section 7 against “Management Committee Liability Aggregate Limit (Insured, Insured Person and Defence Costs combined)” and is not subject to reinstatement once exhausted.

Deductible

The **Deductibles** shown in the **Schedule** for Section 7 must be borne by the **Insured** or **Insured Person**.

If more than one **Deductible** applies to a claim for **Loss** then only the single largest applicable **Deductible** will apply.

Our liability under this Section 7 will apply:

- (a) where no **Defence Costs** are incurred in connection with a **Claim**, only to that part of the **Loss** which is in excess of the applicable **Deductible** shown in the **Schedule** for Section 7;
- (b) where **Defence Costs** are incurred in connection with a **Claim**, only to that part of the **Loss** which is in excess of:
 - (i) the applicable **Deductible** shown in the **Schedule** for Section 7; and
 - (ii) the **Defence Costs** contribution payable by the **Insured** or the **Insured Person**.

Related Claims

All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, regardless of whether such date is before or during the **Period of Insurance** or, if exercised, during the **Extended Cover Period**.

Extensions

Each of the following extensions automatically apply unless otherwise stated in the **Policy**. Each extension is, unless otherwise stated, subject to The Indemnity for Section 7 and all other terms, exclusions and limitations of this **Policy**, including any applicable limit of liability.

1. Spousal Liability

If a **Claim** against an **Insured Person** (who is a natural person) includes a claim against the **Spouse** of such **Insured Person** solely by reason of such **Spouse's** status as a **Spouse** or such **Spouse's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act, Employment Practices or Publishers Liability** of such **Insured Person**, **We** will pay for loss which such **Spouse** becomes liable to pay, but only to the extent that such loss is the equivalent of the **Loss** which an **Insured Person** would be liable to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage (including the **Deductible** amount) applicable to such **Insured Person's Loss** will also be applicable to such spousal loss.

2. Estates and Legal Representatives

If a **Claim** which would have been made against an **Insured Person** for an alleged **Wrongful Act, Employment Practices or Publisher's Liability** is made against the estates, heirs, legal representatives or assigns of an **Insured Person** who is deceased, or against the legal representatives or assigns of an **Insured Person** who is under a legal incapacity, insolvent or bankrupt, **We** will pay for loss which such estate, heir, legal representative or assign becomes liable to pay, but only to the extent of the **Loss** which **We** would have paid for such **Insured Person** if such claim had been made against the **Insured Person**. All limitations, conditions, provisions and other terms of coverage (including the **Deductible**) which would have applied to such **Insured Person's Loss** will also be applicable to such estate, heir, legal representative or assign loss.

Exclusions Applicable to Section 7

The following exclusions apply to Section 7. They are in addition to the exclusions in "General Exclusions".

- 1. **We** will not be liable for **Loss** on account of any **Claim** directly or indirectly caused by, arising out of, or in any way connected with:

- (a) any **Lot Owner, Stratum Lot Owner or Volumetric Lot Owner** (other than where they are acting in their capacity as an **Insured Person**).
- (b) any **Wrongful Act, Employment Practices or Publishers Liability** committed prior to the **Retroactive Date**.
- (c) any demand, suit or other proceeding pending, or order, decree or judgment entered against any **Insured** or any **Insured Person** on or prior to the "Pending or Prior Date" stated in the **Schedule** or the same or substantially the same facts or circumstances underlying or alleged in such demand, suit or proceeding, or order, decree or judgment.
- (d) any facts or circumstances existing prior to or at the inception of this Section 7 and which the **Insured** or **Insured Person** knew, or a reasonable person in the circumstances could be expected to know, prior to the inception date of this Section 7, might give rise to a **Claim**.
- (e) any notice of facts or circumstances given under any other policy providing similar cover that expired prior to the inception of this Section 7.
- (f) any publication or utterance of a libel or slander or other defamatory or disparaging material.
- (g) any conflict of duty or interest of an **Insured** or an **Insured Person**.
- (h) any dishonest, fraudulent, criminal or malicious act or failure to act of any **Insured Person**, if a judgment or other final adjudication adverse to such **Insured Person** establishes such dishonest, fraudulent, criminal or malicious act or failure to act. This exclusion does not apply to any other **Insured Persons** who are not the perpetrator of, or who did not know of or condone, any one or more of the acts described.
- (i) any dishonest, fraudulent, criminal or malicious act or failure to act of any **Insured**, if a judgment or other final adjudication adverse to such **Insured** establishes such dishonest, fraudulent, criminal or malicious act or failure to act. For the purposes of this exclusion, only facts pertaining to and knowledge possessed by any **Office Bearer** of such **Insured** will be imputed to such **Insured**.
- (j) any profit, remuneration or advantage gained by an **Insured** or an **Insured Person** which was illegal or in contravention of the articles, by-laws or rules of the **Body Corporate**.
- (k) mental or emotional distress, bodily injury, sickness, disease, or death of any person, but this does not apply to mental or emotional distress asserted in a claim for **Employment Practices**.
- (l) loss of use of tangible property whether or not it is damaged or destroyed, or damage to or destruction of any tangible property.
- (m) the failure or omission of an **Insured** or an **Insured Person** to obtain, effect or maintain insurance cover required under the relevant **Strata Legislation**.
- (n) liability of others assumed by an **Insured** or an **Insured Person** under any written, oral, express or implied contract or agreement except to the extent that the **Insured** or **Insured Person** would have been liable in the absence of the contract or agreement.
- (o) any **Building** material or component, external insulation, finishing systems, wall panelling, cladding or façade material that breaches, or is alleged to have breached, the current requirements or provisions of the National Construction Code, the Building Code of Australia or any applicable state or territory based legislation or local government or statutory authority requirements regulating fire safety.
- (p) any breach of duties, obligations or responsibilities under any law, regulation, by-law, ordinance, or determination made under or pursuant to an Act of a state, territory or the Commonwealth, or **Industrial Instrument** regulating **Employee Entitlements**;
- (q) a **Wrongful Act** by the **Insured** or **Insured Person** to comply with obligations pursuant to a contract or agreement with a third party that is not **Employment Practices**.

2. **We will not be liable for:**

- (a) any sum of money:
 - (i) in respect of a notice period or severance payments;
 - (ii) pursuant to an express written contract of employment; or
 - (iii) pursuant to an express written obligation to make payments in the event of the termination of employment.

- (b) any:
 - (i) amount not indemnified by the **Insured** for which any **Insured Person** is absolved from payment by reason of any covenant, agreement, tribunal order or court order;
 - (ii) amount incurred in connection with the investigation or evaluation of a **Claim** or potential **Claim** by or on behalf of any **Insured** or **Insured Person**;
 - (iii) fines, penalties or aggravated or exemplary damages imposed by any law;
 - (iv) the future salary or benefits of a claimant who has been or will be hired, promoted or reinstated to employment pursuant to a settlement order or other resolution;
 - (v) taxes, other than Goods and Services Tax due under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended;
 - (vi) liquidated damages;
 - (vii) any costs incurred by an **Insured** or **Insured Person** to comply with any order for injunctive or other non-pecuniary relief, or to comply with an agreement to provide such relief;
 - (viii) regular or overtime wages, salaries or fees of **Insured Persons**;
 - (ix) any amount not covered by Section 7; or
 - (x) matters uninsurable under any applicable law.

3. **We** will not be liable for **Loss** on account of:

- (a) a **Claim** brought or maintained by or on behalf of any **Insured** or **Insured Person** except:
 - (i) a **Claim** brought by a current or former **Lot Owner**, **Stratum Lot Owner** or **Volumetric Lot Owner** for **Loss** based upon or arising from a **Wrongful Act** of the **Insured** or in connection with or in consequence of a decision, resolution or determination thereof;
 - (ii) a **Claim** for **Employment Practices**; or
 - (iii) a **Claim** brought or maintained by an **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this Section 7;
- (b) a **Claim** made in a location or jurisdiction outside Australia;
- (c) a **Claim** for which insurance coverage is accepted by **Us** under Section 8, if selected to form part of this **Policy**; or
- (d) any **Claim** made or threatened or in any way intimated before the commencement of the **Period of Insurance**.

Conditions Applicable to Section 7

The following conditions apply to Section 7. They are in addition to the conditions in “General Terms and Conditions”.

1. Defence and Settlement

We have the right and duty to defend any **Claim** covered by this Section. **Our** duty to defend any **Claim** ceases upon exhaustion of the limit of liability or where **We** have determined that coverage is not available under this Section 7.

An **Insured** or an **Insured Person** will have the right to associate with **Us** in the defence of any **Claim**, including but not limited to negotiating a settlement.

We may make any investigation **We** deem necessary and may, with the consent of the **Insured** or an **Insured Person**, make any settlement of any **Claim** **We** deems expedient. The **Insured** or an **Insured Person** must act in good faith and not unreasonably withhold consent to any proposed settlement acceptable to the claimant. If such **Insured** or **Insured Person** withholds consent to any settlement acceptable to the claimant in accordance with the **Our** recommendation, then **Our** liability for all **Loss** on account of such **Claim** will not exceed the amount for which **We** could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by **Us** to such **Insured** or **Insured Person**.

An **Insured** or an **Insured Person** must not incur any **Defence Costs** without **Our** written consent, which will not be unreasonably withheld, delayed or conditioned.

If **We** incur **Defence Costs** in connection with a **Claim**, then the **Insured** or **Insured Person** will be required to pay a **Defence Costs** contribution towards the incurred **Defence Costs** to the proportion shown against "Defence Costs Contribution" in the **Schedule** for Section 7.

If an **Insured** or an **Insured Person** incurs **Defence Costs** in connection with a **Claim**, then **We** will reimburse the **Insured** or **Insured Person** for **Defence Costs** in connection with such **Claim** but only to the extent that the **Defence Costs** exceed the **Defence Costs** contribution payable by the **Insured** or **Insured Person** as shown in the **Schedule**.

We will, prior to the final resolution of any **Claim**, pay in advance any covered **Defence Costs** within thirty (30) days of receipt of an invoice for such **Defence Costs**. Any **Defence Costs** paid in advance to an **Insured** or an **Insured Person** must be repaid to **Us** by the **Insured** or an **Insured Person**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** are not insured under this Section 7.

We will have no obligation to pay **Loss**, including **Defence Costs**, or to defend or continue to defend any **Claim** after the applicable limit of liability with respect to such **Claim** has been exhausted by the payment of **Loss** or it is determined that coverage is not available under this Section 7. If the limit of liability is exhausted by the payment of **Loss** prior to the expiration of this **Policy**, then the **Policy** premium will be deemed fully earned.

2. Extended Cover Period

If this Section 7 is terminated or not renewed by either **Us** or the **Insured** for any reason other than non-payment of premium, and is not replaced with a similar policy with any other insurer, **You** will be automatically entitled without additional premium to an **Extended Cover Period** of sixty (60) days for any **Claim** that is first made against an **Insured** or an **Insured Person** during such sixty (60) day period but only to the extent such **Claim** is for a **Wrongful Act, Employment Practices** or **Publishers Liability** occurring prior to the effective date of termination or non-renewal of this Section 7.

If a replacement policy providing substantially the same cover is obtained with another insurer at any time during the **Extended Cover Period**, the **Extended Cover Period** will no longer apply from the date upon which such replacement policy became effective.

Our offer of reasonable renewal terms, conditions, limits of liability or premium different from those of the expiring policy will not constitute a refusal to renew.

3. Presumptive Indemnification

If **You** are permitted or required by law to indemnify, or not prevented by law from indemnifying an **Insured Person** for **Loss** but fail or refuse to indemnify an **Insured Person** then **We** will pay such **Loss** on behalf of such **Insured Person** subject to all the exclusions of this Section 7. In such event, the applicable **Deductible** shown in the **Schedule** must be paid by **You** to **Us**.

Section 8: Audit Expenses Insurance

This Section 8 provides coverage on a claims-made basis. To understand what this means in relation to **Your** cover, please refer to the “Claims Made and Claims Made and Notified Insurance” notice at page 18 of this **Policy**.

The Indemnity

We will pay **Professional Expenses** incurred on account of an **Audit** that is first notified by the organisation responsible for the **Audit** to **You** or a **Professional**:

- (a) during the **Period of Insurance**; or
- (b) in writing no later than sixty (60) days after the effective date of the expiration or termination of this Section 8, if it has not been renewed by **Us**.

Our maximum liability for all **Professional Expenses** covered under this Section 8 in the aggregate during the same **Period of Insurance** is the limit of liability shown in the **Schedule** for Section 8 against the heading “Professional Expenses”. This maximum applies regardless of the number of **Audits**:

- (a) notified to **You**; or
- (b) conducted with respect to **You**.

This cover does not extend to **Us** paying any:

- (a) fines, penalties or interest; or
- (b) tax, levy, fee, duty or any other governmental impost or charge.

Exclusions Applicable to Section 8

The following exclusions apply to Section 8.

They are in addition to the exclusions in “General Exclusions”.

We will not be liable for **Professional Expenses** in connection with any **Audit**:

1. if notice of such **Audit** was given to **You** or a **Professional** prior to the **Period of Insurance**;
2. **You** or a **Professional** had knowledge or information prior to the **Period of Insurance** that an **Audit** was likely to occur;
3. involving financial returns or activities more than eighteen (18) months prior to the “Pending or Prior Date” stated in the **Schedule** against “Retroactivity” (or, if no date is shown in the **Schedule**, prior to the **Period of Insurance**);
4. concerning non-compliance by **You** of relevant legislation in circumstances where a return or document was not prepared, checked or lodged by a **Professional**;
5. that is in respect of work or tasks that would have been required to be done in the absence of such **Audit**;

6. which is solely to determine whether **You** will be the subject of a fine, penalty or prosecution due to alleged acts or failures to act on **Your** behalf;
7. where, prior to or during the **Audit**, a return or document that was required to be lodged was not duly lodged as and when required;
8. of any **Lot Owner, Stratum Lot Owner or Volumetric Lot Owner** or any other individual or entity other than **You** unless they are otherwise insured under this Section 8.

Section 9: Appeal Expenses Insurance

This Section 9 provides coverage on a claims-made and notified basis. To understand what this means in relation to **Your** cover, please refer to the “Claims Made and Claims Made and Notified Insurance” notice at page 18 of this **Policy**.

The Indemnity

We will pay **Appeal Expenses** incurred on **Your** behalf in appealing against any **Notice or Determination** first:

- (a) imposed or determined against **You** during the **Period of Insurance**; and
- (b) notified to **Us** during the **Period of Insurance** or within thirty (30) days after the expiry date of the **Period of Insurance**.

We will only pay **Appeal Expenses** if the **Notice or Determination** arises from **Your** failure to provide and maintain so far as is reasonably practicable:

- (a) a safe working environment or system of work;
- (b) plant and equipment in a safe condition; or
- (c) adequate facilities for the welfare of **Your Employees**;

at an **Insured Location**.

This cover does not extend to **Us** paying any:

- (a) fines, penalties, compensation or awards; or
- (b) expenses to appeal against any of the above in sub-paragraph (a) if imposed.

Our maximum liability for **Appeal Expenses** is the limit of liability shown in the **Schedule** for Section 9 against “Appeal Expenses”. This limit applies regardless of:

1. the number of **Notices or Determinations** notified to **Us** during the **Period of Insurance**;
2. whether any appeal is finalised during the **Period of Insurance** or not; and
3. the number of appeals in respect of which **We** make full or partial payment of **Appeal Expenses** under this Section 8.

Exclusions Applicable to Section 9

The following exclusions apply to Section 9.

They are in addition to the exclusions in “General Exclusions”.

We will not pay **Appeal Expenses** incurred on **Your** behalf in appealing against:

1. any **Notice or Determination** that **You** were aware of prior to the **Period of Insurance**;
2. any **Notice or Determination** based upon, arising from or in consequence of any fact or circumstance that **You**, or a reasonable person in **Your** position, could be expected to know prior to the **Period of Insurance** commencing, to be facts or circumstances that may give rise to a **Notice or Determination**;

3. any **Notice or Determination** notified to **You** prior to the **Period of Insurance**.

Conditions Applicable to Section 9

The following conditions apply to Section 9.

They are in addition to the conditions in “General Terms and Conditions”.

Notice of Intention to Appeal

We must be notified in writing of **Your** intention to appeal against a **Notice or Determination** at least seven (7) days before the time for lodging an appeal expires. **We** will only agree to pay **Appeal Expenses** if there are reasonable prospects of the appeal being successful based on the opinion of an Australian legal practitioner who is authorised to practice in the applicable Australian state or territory.

Section 10: Voluntary Workers Insurance

The Indemnity

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on **Your** behalf, the **Covered Person** suffers from a **Bodily Injury** which results directly in the occurrence of one or more of the **Events** listed in the Table of Events below under Parts A or B, **We** will pay the corresponding benefit shown in the Table of Events, provided:

- (a) the **Event** occurs within twelve (12) months of the date of the **Bodily Injury**; and
- (b) an amount is shown for that **Event** in the **Schedule** against Part A and B.

Except as stated below, **Our** total liability for all claims arising under this Section 10 in respect of any one (1) **Accident** or series of **Accidents** arising out of any one (1) occurrence during the **Period of Insurance** shall not exceed the amount shown on the **Schedule** against "Aggregate Limit of Liability (A)".

Our total liability for all claims arising under this Section 10 in respect of any one (1) **Accident** or series of **Accidents** arising out of any one (1) occurrence during the **Period of Insurance** relating directly to a **Non Scheduled Flight** shall not exceed the amount shown on the **Schedule** against "Aggregate Limit of Liability (B)".

In the event that claims are made under this Section 10 which exceed the above Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Covered Person** in such manner as **We** may reasonably determine. If claims made under the Section do not exceed the Aggregate Limits of Liability for this Section 10, but **We** have reduced payments under this Section 10, **We** will make additional payments to each affected **Covered Person** to reimburse the reduction in payments proportional to the remaining Aggregate Limits of Liability.

Table of Events

Part A - Lump Sum Benefits

Lump Sum Benefits will not be payable for more than one of **Events** 1 to 19 in respect of the same **Bodily Injury**, however, **We** will pay the **Event** with the highest Lump Sum Benefit.

Cover under this Part A is subject to age limitations as per the "Conditions Applicable to Section 10".

Part A - Lump Sum Benefits

Events - Bodily Injury resulting in:	Benefits
	The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%

6.	Loss of use of one or more Limbs	100%
7.	Permanent and incurable insanity	100%
8.	Permanent Loss of a) hearing in both ears b) the lens in both eyes	100% 100%
9.	Permanent Loss of a) hearing in one ear b) the lens in one eye	30% 60%
10.	Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11.	Burns: a) Third degree burns and resultant disfigurement which covers more than 20% of the entire external body b) Second degree burns and resultant disfigurement which covers more than 20% of the entire external body	50% 25%
12.	Permanent Loss of use of four Fingers of either Hand	50%
13.	Permanent Loss of use of one Thumb of either Hand: a) both joints b) one joint	40% 20%
14.	Permanent Loss of use of Fingers of either Hand: a) three joints b) two joints c) one joint	15% 10% 5%
15.	Permanent Loss of use of Toes of either Foot: a) all - one Foot b) great Toe - both joints c) great Toe - one joint d) other than great - each Toe	15% 5% 3% 1%
16.	Fractured leg or patella with established non-union	10%
17.	Shortening of leg by at least 5 cm	7.5%
18.	Loss of at least fifty percent of all hearing and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.
19.	Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us . If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating

Doctor, We will seek the opinion of a third independent **Doctor**, who will be appointed by mutual agreement between the parties and paid for by **Us**. In the event of a disagreement between all three (3) **Doctors**, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount **We** will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.

Part B - Weekly Benefits - Bodily Injury

Cover for an **Event** under this Part B applies only:

- (a) if an amount for that **Event** is shown in the **Schedule** against “Part B - Weekly Benefits - Bodily Injury”; and
- (b) whilst the **Policy** or **Renewal Policy** is in force.

This cover is subject to the **Excess Period** shown on the **Schedule** against “Part B - Weekly Benefits - Bodily Injury”.

Restrictions or limitations on the cover provided under this Part B apply for people aged 75 years or over. Refer to the “Conditions Applicable to Section 10”.

Part B - Weekly Benefits - Bodily Injury	
Events	Benefits
20. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against “Part B - Weekly Benefits - Bodily Injury”. However, this will not exceed the percentage shown in the Schedule of the Covered Person’s Salary.
21. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, resulting in a reduction of the Covered Person’s Salary of at least 25%, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against “Part B - Weekly Benefits - Bodily Injury” less any amount of current earnings as a result of working in a reduced capacity. However, the combined amount must not exceed the percentage shown in the Schedule of the Covered Person’s Salary. If the Covered Person is able to return to work in a reduced capacity (where You have reduced activities for the Covered Person to undertake), yet

elects not to do so, then the benefit payable will be 25% of the **Covered Person's Salary**.

Additional Cover

1. Escalation of Claim Benefit

After payment of a benefit under **Events 20 or 21** continuously for twelve months and again after each subsequent period of twelve months during which a benefit is paid, the benefit will be increased by 5% per annum. Any continuation benefits will not exceed the total maximum **Benefit Period** as shown in the **Schedule**.

2. Funeral Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on **Your** behalf, the **Covered Person** suffers an **Accidental Death**, **We** will reimburse **You** or the estate of the **Covered Person** up to the amount shown in the **Schedule** against "Funeral Expenses" for:

- (a) all reasonable funeral, burial or cremation expenses; and
- (b) all reasonable expenses incurred in transporting the **Covered Person's** body or ashes to a place nominated by the legal representative of the **Covered Person's** estate.

3. Dependent Child Supplement

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on **Your** behalf, the **Covered Person** suffers an **Accidental Death** and is survived by a **Dependent Child**, **We** will pay the **Covered Person's** estate a lump sum benefit for each surviving **Dependent Child**. This is subject to a maximum benefit with respect to any one (1) family as shown in the **Schedule** against "Dependent Child Supplement".

4. Orphaned Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on **Your** behalf, the **Covered Person** and their **Spouse/Partner** both suffer an **Accidental Death** as a result of the same **Accident** and they are survived by a **Dependent Child**, **We** will pay to the **Covered Person's** estate, in addition to any benefit payable under Dependent Child Supplement, a lump sum benefit for each surviving **Dependent Child**. This is subject to a maximum benefit amount in respect of any one (1) family as shown in the **Schedule** against "Orphaned Benefit".

Exclusions Applicable to Section 10

The following exclusions apply to Section 10.

They are in addition to the exclusions in "General Exclusions".

We will not pay benefits with respect to any loss, damage, liability, **Event** or **Bodily Injury** which directly or indirectly:

- 1. results from a **Covered Person**:
 - (a) flying, or engaging in aerial activities other than as a passenger in an **Aircraft** licensed to carry passengers; or
 - (b) training for or participating in **Professional Sport** of any kind;
- 2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act

committed by **You** or a **Covered Person**. This exclusion does not apply to **You** or any **Covered Person** who is not the perpetrator of such act or who did not know or condone such act however, in all cases, **You** cannot benefit under this Section 10 from such act of a **Covered Person**;

3. results from **War** or **Civil War**;
4. is covered by:
 - (a) in part or whole by Medicare;
 - (b) any workers' compensation legislation;
 - (c) any transport accident legislation;
 - (d) any government sponsored fund, plan or medical benefit scheme; or
 - (e) any other insurance policy required to be effected by or under law;

but only to the extent to which the loss, damage, liability, **Event** or **Bodily Injury** is in fact covered by one or more of these schemes;

5. results from a **Pre-Existing Medical Condition** (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any **Bodily Injury**);
6. would result in **Our** contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), the *Private Health Insurance (Health Insurance Business) Rules* as or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules.

Except for Part A - Lump Sum Benefits, to the extent permitted by law, there is no cover under this Section 10 for any loss, damage, liability, **Event** or **Bodily Injury** which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what **You** or the **Covered Person** would be otherwise entitled to recover under this Section 10, where permissible by law.

Conditions Applicable to Section 10

1. If a **Covered Person** suffers a **Bodily Injury** resulting in any one of **Events** 2 to 8, **We** will not be liable for any subsequent **Bodily Injury** to that **Covered Person**.
2. Benefits are not payable:
 - (a) for **Events** 20 and 21, in excess of the **Benefit Period** shown as the number of weeks (or other time period) against "Part B - Weekly Benefits - Bodily Injury" in the **Schedule** in respect of any one **Bodily Injury**;
 - (b) for **Events** 20 and 21, during the **Excess Period**;
 - (c) for **Events** 20 and 21, after the **Excess Period**, in an amount which exceeds the lesser of:
 - (i) the maximum sum insured shown in the **Schedule** against "Part B - Weekly Benefits - Bodily Injury", as applicable, or
 - (ii) the applicable percentage of the **Covered Person's** Salary as shown in the **Schedule** against "Part B - Weekly Benefits - Bodily Injury".

For example, if:

- the applicable percentage is 75%; and
- the maximum sum insured shown in the **Schedule** is \$2,000 x 104 weeks against "Part B - Weekly Benefits - Bodily Injury"; and
- a **Covered Person's** Salary is \$1,500 per week then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 x 104 weeks = \$117,000

- (d) unless the **Covered Person**, as soon as possible after the happening of any **Bodily Injury** giving rise to a claim under this Section 10, procures and follows proper medical treatment and advice from a

Doctor or Dentist. Failure to follow proper medical treatment or advice may result in **Us** reducing or suspending **Our** liability under this Section 10 to the extent to which **We** have suffered any prejudice due to such failure; and

- (e) for more than one (1) of **Events 20 or 21** that occur for the same period of time in respect of any one (1) **Covered Person**.

3. The benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:

- (a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
(b) disability insurance or government entitlement or the amount of any sick pay received, or, at **Your** discretion, sick leave entitlement;

so that the total amount of any such benefit or entitlement together with any benefits payable under this Section 10 does not exceed the applicable percentage of the **Covered Person's Salary** as shown in the **Schedule** against "Part B - Weekly Benefits - Bodily Injury".

For example, if:

- the applicable percentage is 75%;
- the maximum sum insured shown in the **Schedule** is \$1,250 x 104 weeks against "Part B - Weekly Benefits - Bodily Injury";
- a **Covered Person's Salary** is \$2,000 per week;
- the **Covered Person** is entitled to benefits of (say) \$500 per week under a compensation scheme described in 2(a) above, then that **Covered Person's** maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 104 weeks = \$104,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Section 10 for 104 weeks).

4. Where a **Covered Person** is receiving benefits for **Events 20 and 21** from **Us** under this Section 10, is unemployed and certified by a **Doctor** as being able to undertake light or partial duties, the **Covered Person** must actively **Seek Employment** consistent with the opinion of their **Doctor**. Should a **Covered Person** not actively **Seek Employment** once medically cleared to, benefits will be reduced to 25% of the benefit that the **Covered Person** would be entitled to for **Events 20 and 21**;
5. Where, in relation to benefits payable for **Event 2, 20 and/or 21**, **We** do not agree with the opinion given by the **Covered Person's** treating **Doctor**, **We** have the right (at **Our** own expense) to have the **Covered Person** examined by a **Doctor** appointed by **Us**. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the **Covered Person's** treating **Doctor**, **We** will seek the opinion of a third independent **Doctor** at our expense chosen in consultation with the **Covered Person**. The third **Doctor's** opinion will be the opinion used for the purposes of the definitions of **Permanent Total Disablement**, **Temporary Partial Disablement** and **Temporary Total Disablement**.
6. If, as a result of a **Bodily Injury**, benefits become payable under Part B of the Table of Events and while the **Policy** or **Renewal Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes then, for the purpose of applying the **Excess Period** only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** and a new **Excess Period** will apply. Any recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** must occur within twelve (12) months of the date of the **Bodily Injury**.
7. Where a **Bodily Injury** requires surgical treatment which cannot be performed within twelve (12) months from the date of that **Bodily Injury**, provided the **Covered Person** can demonstrate that such treatment was known as necessary during that twelve (12) month period and a **Doctor** certifies this, **We** will treat

the twelve (12) month period after the surgical treatment as a continuation of the first **Bodily Injury** regardless of whether the **Covered Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of **Bodily Injury**. Note, any continuation benefits will not exceed the total maximum **Benefit Period** as shown in the **Schedule**.

8. **We** will pay weekly benefits for **Events** 20 and 21 monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate being the average working day (or part thereof) income based on the **Covered Person's Salary** for each day during which disability continues.
9. All benefits paid under this Section 10 will be payable to **You** or such person or persons and in such proportions as **You** nominate, unless otherwise specified in the **Policy**.
10. With respect to Part B - Weekly Benefits - Bodily Injury, where the Weekly Benefit is linked to the **Covered Person's Salary** and the **Covered Person** is not in receipt of a **Salary**, the benefit amount will be limited to the lesser of \$250,000 or the maximum sum insured shown in the **Schedule** for that category of **Covered Person**.
11. Should a benefit be payable under this Section 10 that is also payable under any other insurance policy insured with **Us**, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).
12. In respect to each **Covered Person** aged seventy-five (75) years or over and under eighty-five (85) years at the time of loss:
 - (a) cover under Part A, **Events** 1-19 is limited to a maximum of \$25,000 or as otherwise shown in the **Schedule**, whichever is the lesser; and
 - (b) no benefit is payable under Part B, **Events** 20 or 21 (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** has attained the age of seventy-five (75) years.

13. In respect to each **Covered Person** aged eighty-five (85) years or over at the time of loss:
 - (a) cover under Part A, **Events** 1-19 is limited to a maximum of \$10,000 or as otherwise shown in the **Schedule**, whichever is the lesser; and
 - (b) no benefit is payable under Part B, **Events** 20 or 21 (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** has attained the age of eighty-five (85) years.

General Exclusions

The following exclusions apply to the whole of this **Policy**.

There are other exclusions which apply only to the individual sections in which they are used.

In the event of any difference or conflict between an exclusion set out below and an exclusion within an individual section, the exclusion within the individual section will prevail.

1. Terrorism

This **Policy** excludes all loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

2. Sanctions

This **Policy** does not cover any claim or provide any benefit in the **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or our parent(s), to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

3. War

This **Policy** does not cover any claims arising out of or in any way connected with **War**, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), **Civil War**, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

This **Policy** excludes any direct or indirect loss, liability, cost or expense directly or indirectly arising out of any action taken in controlling, preventing, suppressing or responding to the above.

4. Confiscation

This **Policy** does not cover any claims arising out of or in any way connected with the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto, including any action taken in controlling, preventing, suppressing or responding to, or in any way relating to any order of any government, local government or other statutory authority involving the confiscation, nationalisation, commandeering, requisition, destruction or damage of any property, including permanent or temporary dispossession of any **Building** being **Property Insured** resulting from the unlawful occupation of such **Building** by any government, local government or statutory authority.

Provided that this exclusion will not apply to any order or action of any government, local government or other statutory authority involving:

- (a) the demolition of property deemed to be unsafe following **Damage** by any peril not otherwise excluded;

- (b) any damage to, or cost of removal of, undamaged property at the **Insured Location** for the purposes of preventing or diminishing imminent **Damage** by, or inhibiting the spread of, fire or any other peril not otherwise excluded.

5. Radiation and Nuclear Energy

This **Policy** does not cover any claims arising out of or in any way connected with any:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise, or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

This **Policy** excludes any direct or indirect loss, liability, cost or expense of any nature directly or indirectly arising out of or in any way connected with any action taken in controlling, preventing, suppressing, responding to, or in any way relating to the above.

6. Deliberate Acts or Failures to Act

This **Policy** does not cover any claims arising out of or in any way connected with any deliberate or intentional act or failure to act by **You** or by any person acting with **Your** express or implied consent (including **Your Employee, Office Bearer or Strata Manager**), such as a deliberate failure to rectify known defective **Property Insured** or a deliberate failure to rectify known errors and/or omissions.

This exclusion does not apply to:

- (a) the extent required by relevant **Strata Legislation**;
- (b) injury to persons, or damage to **Property Insured**, resulting from the use of reasonable force to protect such persons or **Property Insured**.

7. Asbestos

This **Policy** does not cover any claims arising out of or in any way connected with **Asbestos** or any requirement to monitor, test for, contain, treat, detoxify, neutralise or assess the effects of **Asbestos**.

However, in relation to:

- (a) Section 1, this exclusion does not apply to **Asbestos** forming part of **Property Insured** which itself suffers **Damage** caused by or resulting from a cause not otherwise excluded;
- (b) Section 6, this exclusion does not apply to:
 - (i) **Claims for Bodily Injury**, including any associated **Legal Defence Expenses**, based upon or arising out of **Asbestos**; or
 - (ii) **Asbestos** in soil or groundwater.

Definitions

Wherever appearing in this **Policy**, the following definitions apply.

The meaning proceeding a capitalised and bolded word will be the meaning that applies to the whole of this **Policy**, unless expressly stated otherwise in the row headed "Section" of the table below.

Policy Definitions		
Term	Definition	Section
Abuse	means: (a) acts of hurting or injuring mentally or physically by maltreatment or ill-use; (b) acts of forcing sexual activity, rape, or molestation; or (c) repeated or continuing contemptuous coarse or insulting words or behaviours.	5
Accident	means a sudden, external and identifiable event that happens by chance during the Period of Insurance and could not have been expected from the perspective of the Covered Person . The word Accidental shall be construed accordingly.	10
Accidental Death	means death occurring as a result of a Bodily Injury .	10
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 coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear.	All
Aircraft	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space and includes hovercraft.	1, 2, 3, 4, 5, 10
Aluminium Composite Panel	means a composite panel consisting of a thermoplastic polyethylene core and two outer layers of aluminium.	Schedule
Appeal Expenses	means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our prior written consent which will not be unreasonably withheld, delayed or conditioned.	9

Asbestos	means asbestos or asbestos products or materials in any form, including actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.	All
Audit	means: (a) a review; (b) an examination; or (c) an investigation; by an Australian federal, state or territory government agency or body (such as the Australian Taxation Office) concerning returns lodged for taxation, levies or duty payable by You or lodged by You pursuant to superannuation or workers' compensation legislation. It is deemed to start when You or the Professional initially receives written notice of it and to finish when You or the Professional receives formal notice indicating it has concluded (including any assessment, amended assessment or advice as to finding or outcome).	8
Benefit Period	means the maximum period of time for which a benefit is payable under Events 20 and 21 as shown in the Schedule .	10
Bodily Injury	means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any natural person, including death resulting therefrom.	6
Bodily Injury	means bodily injury resulting solely from an Accident and which occurs independently of any illness or any other cause where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person under Section 10. It does not mean: • a Sickness; or • any Pre-Existing Medical Condition.	10
Body Corporate	means any strata company, strata corporation, owners corporation or community corporation comprising the owners of the Property Insured , established under the relevant Strata Legislation .	All
Body Corporate Assets	means items of real or personal property acquired by You as a Body Corporate , other than property that is incorporated into and becomes part of Common Property or Common Contents .	1
Breakdown	means sudden and unforeseen physical damage occasioned by or happening through the mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind.	1, 2

Building	means: • a scheme building or part of a scheme building containing one or more Lots and Common Property, as defined in the Strata Legislation applying to the Insured Location where such building is situated, including improvements and fixtures forming part of the building that are required to be insured by the applicable Strata Legislation such as: – outbuildings; – in-ground swimming pools, spas and tennis courts; – marinas, wharves, jetties, piers, pontoons or docks (other than any which are used for commercial purposes); – underground and overhead services, including poles, posts, cables, wires and pipes; – external textiles such as awnings, canopies and shade sails; – property in the open air that comprises or forms part of a permanent structure or is designed to function without the protection of the walls or roof, and is fixed to Common Property such as satellite dishes, antennas, wiring, masts, footings, foundations and towers; or • a building or part of a building encumbered by a Building Management Statement, containing one or more Stratum Lots or Volumetric Lots, which is required to be insured under this Policy pursuant to Your Building Management Statement.	All
Building Management Committee	means a management group established by a strata management statement, Building Management Statement or community management statement.	All
Building Management Statement	means an instrument by which the registered owners of lots or lessees of lots in a development agree to reciprocal provisions that benefit and burden their lots such as utility services, access, support and shelter and insurance arrangements	All
Bushfire	means fire that burns in grass, bush, forest or woodland as a result of any proximate cause, and includes any smoke, ash, ember(s) or other material from such fire that becomes airborne or otherwise spreads, whether by wind or another means of movement (such as Storm cells and weather systems).	General Terms & Conditions
Catastrophe	means an event resulting from natural processes of the earth and its atmosphere affecting multiple properties and declared a state of emergency or disaster by a government or statutory authority in an area including the Property Insured .	1

Civil War	means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, involving two or more parties belonging to the same country.	10, General Exclusions
Claim	means the assertion of a legal right, including but not limited to a Government Action , suits or other actions alleging responsibility or liability on Your part for Bodily Injury, Property Damage, or Remediation Costs arising out of Pollution Conditions to which this Section 6 applies.	6, General Exclusions
Claim	means: • a written demand for monetary damages, non-pecuniary relief or any request to waive or suspend a statute of limitations; • a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading; • a criminal proceeding commenced by a summons or charge; • an arbitration, mediation, conciliation or alternative dispute resolution proceeding; or • a formal administrative proceeding or Regulatory Proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; against any Insured or Insured Person for a Wrongful Act, Employment Practices or Publishers Liability including any subsequent appeal.	7
Claim Preparation Costs	means professional fees and expenses You incur that are not otherwise recoverable, for preparation of claims under Your Policy .	3
Close Relative	means Parent, Spouse/Partner , child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.	10

Common Contents	means all common area contents owned by You, or for which You are responsible situated on Common Property (including any common infrastructure that is not part of a Lot or Stratum Lot or Volumetric Lot) of Your strata scheme, such as: • Machinery, plant and equipment; • garden equipment, lawnmowers, trade utensils, wheelchairs, golf carts and other motorised carts that are not required to be registered with the relevant government authority; • plans and designs; • carpets (whether fixed or unfixed) and floor rugs; • built-in or free-standing appliances such as dishwashers, washing machines, dryers and other electrical equipment; • swimming pools or spas that are not in-ground; • swimming pool or spa covers and accessories. Common Contents does not mean Lot Owners' Contents or Strata Lot or Volumetric Lot Owners' Contents.	All
Common Property	means land in a strata scheme as defined in the Strata Legislation that is vested in the Body Corporate and is not a Lot, Stratum Lot or Volumetric Lot.	All
Communicable Disease	means any of the following, regardless of the means of transmission, whether discovered at the Insured Location, occurring at the Insured Location, or in respect of which there is an incidence or an outbreak elsewhere: - any physical distress, illness, or disease; - any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, which is capable of causing any physical distress, illness or disease, except where the physical distress, illness or disease is the direct result of: - the consumption of food or drink provided at the Insured Location; or - a Covered Disease; - a disease which is a listed human disease under the <i>Biosecurity Act 2015</i> (Cth), as may be amended from time to time and any replacement, successor or functionally similar legislation of Australia (or of the applicable state or territory of Australia in which the Insured Location is located); or - any Covered Disease that is or becomes an Epidemic or Pandemic.	1, 2, 3, 4
Compensation	means monies paid or payable by judgment or settlement together with any liability on the Named Insured's part to pay legal costs and expenses (other than Defence Costs).	5

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 (including any Data Processing Media), networking equipment or back up facility, owned or operated by You or any other party.	1,2,3,4,5
Computer System Incident	Computer System Incident means: (a) any error or omission or series of related errors or omissions involving access to, 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, use or operate any Computer System ; or (c) any malfunction or failure of, or fault in, any Computer System program or any other form of instructions written in language which a Computer System interprets or executes, which may disrupt, harm or impede access to, or in any other way corrupt or impair the operation of any Computer System or Data ; and in each case, that does not involve or relate to, and is not in any way connected to, a Cyber Act .	1,2,3,4
Contract Works Activities	means: • refurbishment, renovation, alteration or addition works; • construction, erection or demolition works installation, testing, commissioning or maintenance of any equipment or computer networks; • pipelaying, cable laying, tunnelling, piling, blasting, demolition; • manhole construction, reinstatement of trench works, diversion; • maintenance of existing underground pipeline and cable systems and other underground work; or • overhead erection, installation and construction of telecommunication transmission lines or cables.	1,5

Covered Disease	means: • Measles; • Meningococcal Disease; • Gastroenteritis; • Legionnaires' Disease; • Salmonella Infection (salmonellosis); and • Escherichia coli Infection; • Any notifiable disease as defined (if so defined) in the Communicable Diseases Network Australia (CDNA) national surveillance case definitions published by the Department of Health of Australia (or otherwise), as at the date of inception or renewal of this Policy but, in each case, excluding variations or mutations of those diseases (unless expressly included in the CDNA national surveillance case definitions).	1, 2, 3, 4
Covered Person	means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom premium has been paid or agreed to be paid by You. They are a person that is legally entitled to claim under Section 10 by reason of the operation of the relevant provisions of The Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with You.	10
Crime	means theft, embezzlement, misappropriation, conversion, fraud or any other intentional illegal use.	1, 4
Cyber Act	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 including but is not limited to a distributed denial of service attack or the introduction of malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any other way corrupt the operation of any Computer System or Data.	1, 2, 3, 4

Cyber Liability	means: • unauthorised access or access by Malware to; • the presence of Malware on; • the spread of Malware by; • the unauthorised use of; • the malicious use of; • malicious interference with or any distributed denial of service attack against; any Computer System whether: • owned, operated, controlled, leased or used; or • sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed; by, or on behalf of, or for the benefit of You or any Insured Person.	5
Cyber Loss	Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Computer System Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Computer System Incident.	1, 2, 3, 4
Damage	means: • actual (not threat or fear of); • sudden and unforeseen; physical loss, damage or destruction.	1, 2, 3, 4
Data	Data means information, facts, concepts, code or any other information or intangible property of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.	1, 2, 3, 4, 5
Data Processing Media	Data Processing Media means any property on which Data can be stored but not the Data itself.	1, 2, 3, 4, 5
Data Risk	means the modification, corruption, loss, destruction, theft, collection, misuse, extortion of, illegitimate or unauthorised access, restricted or inability to access, or unlawful or unauthorised processing or disclosure of Data including where arising from the loss, damage, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.	5
Debris	means the residue of Damaged Property Insured.	1

Deductible	means: - the amount shown in the Schedule which You have to bear in respect of each loss or series of losses arising out of the one event unless stated otherwise in the Schedule or specified elsewhere in this Policy; and/or - the period of time shown in the Schedule during which We will not be liable for losses suffered following: - an event but commencing on the happening of the interruption to, interference with, restriction in access to or occupancy of the Insured Location; or - an Accident.	All
Defence Costs	means the reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of an Insured Person, the trustees, committee members, volunteers, directors, Office Bearers or Employees of an Insured) incurred with Our prior written consent, which shall not be unreasonably withheld, delayed or conditioned, in defending any claim for Compensation in respect of Personal Injury and/or Property Damage.	5
Defence Costs	means that part of Loss consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of an Insured Person, the trustees, committee members, volunteers, directors, Office Bearers or Employees of an Insured) incurred with Our prior written consent, which shall not be unreasonably withheld, delayed or conditioned, in defending any Claim.	General Terms & Conditions, 7
Dentist	means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than: - the Body Corporate; or - the Covered Person; or - a Close Relative of the Covered Person; or - an employee of the Body Corporate.	10

Dependent Child	means a Covered Person's and their Spouse/Partner's dependent child (including step or legally adopted child) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support. Dependent Child also means a Covered Person's children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.	10
Doctor	means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than: • the Body Corporate; or • the Covered Person; or • a Close Relative of the Covered Person; or • an employee of the Body Corporate.	10
Earthquake	means earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust. For the purposes of applying any Deductible, limits or sub-limits of liability, Earthquake also includes subsequent loss or Damage caused by fire, explosion or tsunami resulting from an Earthquake, but excluding Flood.	General Terms and Conditions, 1, 2, 3
Emergency Accommodation	means, where a Lot is occupied by the Lot Owner for residential purposes only, reasonable emergency accommodation when Temporary Accommodation cannot be obtained due to a restriction of availability.	3
Emergency Response	means actions taken, and reasonable Remediation Costs incurred by You to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a Pollution Condition.	6
Employee	means a natural person under a contract of service or apprenticeship with the Body Corporate as Named Insured or any person supplied to or hired by the Body Corporate as Named Insured while engaged in the course of its business.	1, 2, 3, 4, 5, 6, 7, 9, General Exclusions

Employee Entitlements	means employee benefit arrangements of any kind (whether during or post-employment) including: • provision for unemployment, redundancy, retirement, sickness, disability, maternity leave, paternity leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave; • entitlements under an Industrial Instrument including the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay, time in lieu, loadings, allowances and penalties alleged to be due and owing; • accident, life, medical, disability or other welfare plans, including insurance of any kind; and • superannuation contributions, benefits and entitlements.	7
Employment Practices	means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising harassment (sexual or otherwise) or discrimination in respect of employment or prospective employment by You or any Insured Person .	5
Employment Practices	means wrongful dismissal, discharge or termination of employment, denial of natural justice relating to wrongful termination, breach of any oral or written employment contract, employment related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, demotion, negligent evaluation, bullying or employment related wrongful infliction of emotional distress.	7
Endorsement	means a written alteration to the terms, conditions, exclusions and limits of the Policy which has been agreed between You and Us .	All
Environmental Indemnity Obligations	means Your obligations to defend, indemnify, and hold harmless, or any assumption of liability, with respect to Pollution Conditions to which Section 6 applies, pursuant to a contract expressly disclosed and agreed to by Us .	6
Environmental Laws	means any federal, state, territory or other local laws, statutes, ordinances, rules, guidance documents, regulations, and all amendments thereto, including state voluntary clean up or risk-based corrective action guidance, governing Your liability or responsibilities with respect to Pollution Conditions .	6

Epidemic	means the occurrence in a community, region, state or nation of cases of an illness, specific health-related behaviour, or other health-related events exceeding normal expectancy or recorded averages or seasonal variances in that community, region, state or nation.	1, 2, 3, 4
Erosion	means worn or washed away by water, ice or wind.	1
Event	means the event described in the relevant Table of Events set out in Section 10.	10
Excess Period	means the period of time following Events 20 and 21 giving rise to a claim during and for which no benefits are payable as specified in the Schedule .	10
Extended Cover Period	means the period during which You are entitled to extended cover for any Claim in accordance with the provisions of Section 7, and which commences on the date on which Section 7 is terminated, not renewed or replaced with a similar policy with any other insurer at the expiry of the Period of Insurance .	7
Extended Reporting Period	means the additional period of time in which to report a Claim first made against You during or subsequent to the end of the Period of Insurance .	6
Exterior Insulation and Finish System (EIFS)	means synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of: (a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials; (b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; (c) a reinforced base coat; and (d) a finish coat providing surface texture and colour.	6
External Administrator	means any liquidator, receiver, receiver and manager, administrator, controller or holder of similar office or position in any jurisdiction whether appointed under the provisions of Part 5 of the <i>Corporations Act 2001</i> (Cth), as amended, or any other applicable law anywhere in the world or pursuant to the provisions of any contract or other instrument.	7
Fine Art	means: • paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statues, potteries, porcelains, marbles and other bona fide works of art; or • items of rarity or historical value; owned by You, or for which You are responsible.	1

Fingers	means the digits of a Hand , excepting the Thumb .	10
Floating Floors	means laminated, veneered or similar type flooring within a Lot that are not fixed permanently to the sub-floor, but are held in position by their own weight with or without skirting boards.	1
Flood	means the covering of normally dry land by water escaping or released from the normal confines of any natural watercourse, creek, river or lake (whether or not altered or modified), or any reservoir, canal or dam.	General Terms and Conditions, 1, 2, 3
Foot	means the entire foot below the ankle.	10
Fungi	means any type or form of fungus, including mould or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.	6
Government Action	means action taken or liability imposed by any federal, state, territory or other local government agency or body acting under the authority of Environmental Laws .	6
Green Star Certification	means a certificate issued by the Green Building Council of Australia.	1
Hand	means the entire hand below the wrist.	10
Heritage Building	means a Building having significance of historical, scientific, cultural, social, archaeological, architectural, natural or aesthetic value pursuant to any international, national, state, territory or local legislation or regulation and is therefore legally protected by any Heritage Conservation Ordinance , and We were notified of such status prior to Section 1 commencing and agreed to provide cover.	1
Heritage Conservation Ordinance	means any international, national, state, territory or local legislation or regulation that has as part of its objective the preservation, conservation and/or management of buildings having significance of historical, scientific, cultural, social, archaeological, architectural, natural or aesthetic value, and impose minimum standards with respect to the maintenance and repair of such buildings.	1
Indemnity Value	means the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as, but not better or more extensive than, its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.	1

Industrial Instrument	means any award, agreement, arrangement or other instrument which is certified or registered by an industrial tribunal in Australia, including without limitation Fair Work Australia, the Australian Industrial Relations Commissions of the states or territories of Australia, or similar industrial tribunals constituted under any federal, state, territory, local or common law.	7
Inherent Vice	means the tendency in property to deteriorate or self-destruct due to an intrinsic characteristic, natural behaviour or inherent aspect of property.	1, 2, 3
Insured	has the same meaning as You/Your/Yours .	General Terms and Conditions, 1, 2, 3, 4, 5, 6, 8, 9, 10
Insured	means the: (a) Body Corporate(s) stated in the Schedule ; (b) Management Committee ; (c) Building Management Committee ; and (d) Principal Body Corporate .	7
Insured Contract	means a written contract or agreement entered into by You in the usual course of Your ownership of Property Insured in which You assume the tortious liability of another to pay damages because of Personal Injury or Property Damage to which this insurance applies, to a third person or organisation, where the contract or agreement is made prior to the Personal Injury or Property Damage .	5
Insured Location	means each place where the Property Insured is situated, and as set out in the Schedule .	General Terms and Conditions, 1, 2, 3, 4, 5, 9
Insured Location	means only the situation(s)/premises at the address specifically listed in the Schedule against "Insured Location", or any other situation(s)/premises specifically endorsed onto Section 6 as an "Insured Location".	6
Insured Person	means any Employee , Office Bearer or Strata Manager acting in their capacity as such, and while acting within the scope of their duties or directions on Your behalf.	General Terms and Conditions, 4, 5

Insured Person	means: (a) any natural person who has been, now is, or will become a duly appointed Officer Bearer, or Employee (whether or not salaried) of a Body Corporate, acting in their capacity as such; or (b) Strata Manager, but only in the Strata Manager's capacity as an Office Bearer. For avoidance of doubt, an Insured Person does not include an External Administrator.	7
Land Value	means the sum certified by the Valuer General as being the value of the land at the Insured Location after due allowance has been made for variations in or special circumstances affecting such value either before or after the Damage or which would have affected the value had the Damage not occurred so that the figures thus adjusted shall represent as near as may be reasonably practicable the true value of the land at the Insured Location both before and after the Damage.	1
Landscaping	means improvements of the land such as lawns, gardens, plants, shrubs, trees, rockwork, and ornamentation, car parks, pavement, roadwalks and walkways.	1, 4
Latent Defect	means a defect that is concealed or hidden in some way and could not have been discovered by reasonable examination.	1, 2, 3
Lease Incentives	means payments, concessions or reimbursements made by You or a Lot Owner to Your or a Lot Owner's tenant or prospective tenant such as a reduction in rent for the purpose of inducing the tenant or prospective tenant to retain, enter into or renew a lease.	3
Legal Defence Expenses	means reasonable legal costs, charges, and expenses, including expert charges, incurred by You in the investigation, adjustment, or defence of Claims or suits.	6
Legal Representation Expenses	means reasonable Defence Costs which an Insured Person incurs on account of the attendance and/or provision of documents or information by such Insured Person in an insured capacity at or to any Regulatory Proceeding or on account of the preparation of such attendance or provision, which attendance and/or provision is required by the body instituting the Regulatory Proceeding.	7
Limb	means the entire limb between the shoulder and the wrist or between the hip and the ankle.	10

Loss	means the total amount covered under Section 7 which an Insured or Insured Person becomes legally obligated to pay on account of any Claim made against any Insured or Insured Person for a Wrongful Act, Employment Practices or Publishers Liability for which coverage applies, including, but not limited to, damages, judgments, settlements, costs, Defence Costs and Legal Representation Expenses .	7
Loss	means in connection with: • a Limb, Permanent physical severance or Permanent total loss of the use of the Limb; • an eye, total and Permanent loss of all sight in the eye; • hearing, total and Permanent loss of hearing; • speech, total and Permanent loss of the ability to speak; • Hand, Foot and digits, Permanent physical severance or Permanent loss of use of the Hand, Foot, Finger(s), Thumb(s), or Toe(s). and which in each case is caused by Bodily Injury .	10
Loss of Rent	means: • the equivalent of actual rent and outgoings You would have received but for the Damage (less any savings such as commission or charges You are not required to pay to a letting or rental agent); or • Lease Incentives. Loss of Rent does not include rental loss for short term accommodation arrangements where a person is given the right to occupy a Lot for a period of less than three (3) months at any one time.	3
Lot	means one or more cubic spaces shown on a floor plan relating to a scheme in accordance with the relevant Strata Legislation , and which is not Common Property .	All
Lot Owner	means a person, persons or other entity registered as the owner of a Lot .	All

Lot Owners' Contents	means all contents owned by the Lot Owner or for which the Lot Owner is responsible situated at the Building , including but not limited to: • Floating Floors; • built-in or freestanding appliances such as dishwashers, washing machines and dryers; • computers, electronic and electrical equipment or garden equipment; • Lot Owners' temporary fixtures and fittings defined as being owned by a Lot Owner in accordance with the relevant Strata Legislation, including but not limited to: • paint or wallpaper and other finishes on internal Lot walls or ceilings; and • mobile and fixed air-conditioning units servicing a Lot or Stratum Lot or Volumetric Lot in Queensland.	All
Lot Owners' Improvements	means any fixture or improvements installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become part of Your Building pursuant to the relevant Strata Legislation .	1, 4
Machinery	means any apparatus whether or not functioning independently or as any component part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.	1, 2, 3
Malware	means software, programs, files, content or instructions of a malicious nature including malicious code, ransomware, cryptoware, viruses, trojans, worms, zero day attacks, logic or time bombs which may disrupt, harm, destroy, impede access to or in any way corrupt the functioning or operation of or Data within any software or Computer System .	5
Management Committee	means any executive committee, strata committee, council or committee of management, exercising statutory or management powers on behalf of the Named Insured .	7
Money	means cash, bank notes, currency notes, coins, cheques, travellers cheques, stored value cards, pre-paid credit cards, pre-paid debit cards, discount vouchers, postal orders, money orders, unused postage and revenue stamps (including the value of stamps contained in franking machines) and traveller's cheques.	1, 4
Named Cyclone	means a cyclone named by the Bureau of Meteorology, Australian Reinsurance Pool Corporation or a functionally similar authority.	1, 2, 3

Named Insured	means the Body Corporate entity and any Stratum Lot Owners or Volumetric Lot Owners identified as the Named Insured in the Schedule .	All
Natural Resource Damage	means damages for injury or damage to, damage sustained by, or destruction or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies and other similar resources belonging to, managed by or held in trust by, appertaining to, or otherwise controlled by any government or local government authority.	6
Non-Scheduled Flight	means travel in an Aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.	10
Notice or Determination	means the imposition of an improvement or prohibition notice or a determination in respect of a workplace or occupational health and safety law applying at the Insured Location .	9
Occupation Certificate	means a certificate issued by a licensed Principal Certifying Authority verifying that the building is suitable for occupancy.	1
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 from Your standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence. Occurrence extends to include any intentional act by You or at Your direction which results in Personal Injury or Property Damage if such Personal Injury or Property Damage arises from the use of reasonable force for the purposes of protecting persons or property.	5

Office Bearer	means a chairperson, secretary, treasurer or member of any Management Committee or sub-committee established for the purposes of managing the operation, care and maintenance of the Property Insured. An Office Bearer includes a Strata Manager appointed as an agent of an Office Bearer or member of a Management Committee and exercising the delegated functions of an Office Bearer, but not when the Strata Manager is acting in their own professional capacity. In respect to a Building Management Committee or Principal Body Corporate, an Office Bearer is a chairperson, secretary or treasurer of the Building Management Committee or Principal Body Corporate, or a representative of a member of the Building Management Committee or Principal Body Corporate that is authorised to vote on behalf of a member of the Building Management Committee or Principal Body Corporate at its meetings.	All
Official Body	means any regulator, government, government agency or body, governmental or criminal authority, judicial or administrative agency, and any self-regulatory body recognised as such under applicable law.	7
Pandemic	means the widespread outbreak of a disease including but not limited to outbreaks which cross international boundaries and that affect a large number of people.	1, 2, 3, 4
Paraplegia	means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.	10
Parent	means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver (including jointly with another person) as a child.	10
Period of Insurance	means the period of time specified in the Schedule , subject to prior termination in accordance with the conditions of this Policy .	All
Permanent	means having lasted, or where the medical evidence shows that it will last, twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, in the opinion of a Doctor , being unlikely to materially improve.	10

Permanent Total Disablement	means where in the opinion of a Doctor - the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and - the Covered Person's disability is Permanent.	10
Personal Injury	means: (a) bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury; (b) false arrest, detention, false imprisonment, malicious prosecution or humiliation; (c) the unintentional publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except: (i) when the first such publication or utterance is related to any publication or utterance made prior to the Period of Insurance; or (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of You or an Insured Person; (d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; (e) assault and battery not committed by, or at the direction of, You or an Insured Person unless committed for the purpose of preventing or eliminating danger to persons or property; (f) discrimination as a result of race, religion, sex, age, marital status, intellectual or physical impairment or disability.	5
Policy	means: - the Policy Wording; - the Schedule; and - any Endorsements.	All
Pollution	means the discharge, dispersal, release or escape of any solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste materials, air emission, odour, waste water, oil, oil products, infectious or medical waste and/or any noise. Waste includes materials to be recycled, reconditioned or reclaimed.	1, 5

Pollution Condition	means the gradual discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapours, fumes, acids, alkalis, chemicals, Fungi, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater. Pollution Condition does not mean a condition that arises from a sudden, unforeseen and accidental event.	6
Pre-Existing Medical Condition	means: - any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years prior to becoming a Covered Person under Section 10; or - the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware of; or - an underlying physical defect, condition, illness or disease in the three (3) months prior to becoming a Covered Person under Section 10.	10
Principal Body Corporate	means a community titles scheme that is a principal scheme within the meaning of the <i>Body Corporate and Community Management Act 1997</i> (QLD) as may be amended from time to time, and any replacement, successor or functionally similar legislation.	All
Professional	means an accountant who is a member of a recognised Australian accounting body, an Australian legal practitioner who is authorised to practice as such by an Australian state or territory or any other professional, expert or consultant retained by You and specifically agreed by Us for the purposes of providing advice or other services in respect of returns lodged by You or on Your behalf for taxation, levies or duty payable by You or lodged by You pursuant to superannuation or workers' compensation legislation.	8
Professional Expenses	means the reasonable and necessary fees and disbursements incurred, with Our prior written consent which will not be unreasonably withheld, delayed or conditioned, by: - an accountant who is a member of a recognised Australian accounting body; or - an Australian legal practitioner who is authorised to practice as such by an Australian state or territory; or - any other professional, expert or consultant specifically agreed by Us.	8

Professional Sport	means any sport for which a Covered Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.	10
Property Damage	means: (a) Damage to tangible property owned by third parties, including all resulting loss of use of that property; (b) loss of use of tangible property owned by third parties, that is not Damaged ; (c) diminished value of property owned by third parties; and (d) Natural Resource Damages .	6
Property Damage	means: (a) physical Damage to tangible property, including resulting loss of use of such property; (b) loss of use of tangible property that is not physically Damaged , provided such loss of use is caused by physical Damage to other tangible property. All such loss of use shall be deemed to happen at the time of the physical Damage that caused it. Tangible property does not include any software, Data or other information that is in electronic form.	5
Property Insured	Means Body Corporate Assets, Buildings, Common Property and Common Contents .	All
Publishers Liability	means infringement of copyright or trademark, unauthorised use of title, plagiarism or misappropriation of ideas.	7
Quadriplegia	means the Permanent loss of use of both arms and both legs.	10
Regulatory Proceeding	means a formal or official investigation, examination or inquiry into the Insured and/or an Insured Person in their capacity as such, at which such Insured Person's attendance is first required or requested in writing by an Official Body or such Insured Person is named in writing as being under investigation or required as a witness by an Official Body . Regulatory Proceeding shall not include any routine or regularly scheduled internal supervision, inspection, compliance, review, examination, production, audit or any investigation of industry-wide violations rather than a specific investigation of an Insured or an Insured Person .	7

Reinstatement	means (with Reinstate and Reinstating having the same meaning), in respect of Damage: • to a Building: the rebuilding, repair or restoration of the Building; • to Common Contents: the repair or restoration of the Common Contents or replacement by similar property; in every case to a condition which is substantially the same as, but not better or more extensive than, its condition when it was new.	1, 2
Related Claims	means all Claims based upon, arising from, or in consequence of the same or related Wrongful Acts, Employment Practices, Publishers Liability, facts or circumstances or the same or related series of Wrongful Acts, Employment Practices, Publishers Liability, facts or circumstances.	7
Remediation Costs	means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralise, or immobilise Pollution Conditions to the extent required by Environmental Law. Remediation Costs shall also include: - reasonable legal costs, where such cost has been incurred by You with Our written consent, which shall not be unreasonably withheld, delayed or conditioned; and - reasonable expenses required to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being physically damaged during the course of responding to a Pollution Condition(s).	6
Renewal Policy	means the policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.	10
Responsible Insured	means any Office Bearer or Employee of Yours responsible for environmental affairs, control, or compliance at the Insured Location.	6
Retroactive Date	means the date specified in the Schedule against the heading "Retroactive Date".	7

Salary	means: (a) in the case of a salaried employee (not otherwise covered below under (b) or (c)), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee's total remuneration package they will be included as part of the employee's weekly pre-tax income; or (b) in the case of a salary packaged employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee's total remuneration package they will be included as part of the employee's weekly pre-tax income; or (c) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.	10
Schedule	means the most current document titled "Schedule" issued by Us to You which sets out the details of Your insurance cover.	All
Securities	means negotiable and non-negotiable instruments representing a share, participation or other interest in the property or enterprise of an entity, such as company stock or bonds.	4

Seek Employment	means the Covered Person being registered with the government agency or department which is responsible for providing unemployment services, (such as Centrelink in Australia) and/or a recruitment company and then providing Us with proof of a minimum of four (4) new job applications per month unless this is not reasonably practicable in the Covered Person's circumstances.	10
Self-Insured Retention	means the largest applicable dollar amount among triggered coverage parts identified in the Schedule to this Policy , or as otherwise designated by Endorsement to this Policy , if any.	General Terms and Conditions, 6
Sickness	means any illness, affliction, condition, disorder, syndrome, infirmity or physical distress contracted by a Covered Person .	10
Specified Location	means: (a) in the Buildings at the Insured Locations ; (b) in residences of Your Office Bearers and Employees ; (c) in a bank night safe until removed by a bank official; (d) in transit in the personal custody of Your Office Bearers or Employees .	1, 4
Spouse	means lawful spouse or de facto or domestic partner.	1, 6, 7
Spouse/Partner	means a Covered Person's husband or wife and includes a de-facto or life partner with whom a Covered Person has continuously lived with for a period of three (3) months or more at the time of loss.	10
Storm	means a violent disturbance of the atmosphere which can include strong winds, thunder, lightning, heavy falls of rain, hail or snow. Storm does not mean Storm Surge or a cyclone named by the Bureau of Meteorology or a functionally similar authority.	General Terms and Conditions
Storm Surge	means an abnormal rise in seawater level over and above the normal (astronomical) tide levels caused by the strong winds of a Storm or cyclone.	1, 2, 3
Strata Legislation	means the applicable act or regulation governing strata title, community title or similar-type property in the state or territory where the Insured Location is situated, such as the <i>Strata Schemes Management Act 2015 (NSW)</i> , <i>Strata Schemes Development Act 2015 (NSW)</i> , <i>Owners Corporation Act 2006 (VIC)</i> , <i>Body Corporate and Community Management Act 1997 (QLD)</i> , <i>Community Title Act 2001 (ACT)</i> , <i>Strata Titles Act 1998 (TAS)</i> , <i>Strata Titles Act 1985 (WA)</i> , <i>Strata Titles Act 1988 (SA)</i> or <i>Unit Titles Scheme Act 2009 (NT)</i> , as may be amended from time to time, and any replacement, successor or functionally similar legislation.	All

Strata Manager	means a third party appointed by the Management Committee or Named Insured , or compulsorily appointed by a court or tribunal order, to assist with the administration and management of the Body Corporate's affairs and carry out specified functions on behalf of the Body Corporate .	1, 2, 3, 4, 5, 6, 7, General Exclusions
Stratum Lot	means a lot, created by stratum subdivision, that is limited in height or depth (or both) by reference to Australian Height Datum or another datum approved by the NSW Surveyor-General, but does not include a lot within the meaning of the <i>Strata Schemes Development Act 2015</i> (NSW).	All
Stratum Lot or Volumetric Lot Owners' Contents	means all contents owned by the Stratum Lot Owner or Volumetric Lot Owner or for which the Stratum Lot Owner or Volumetric Lot Owner is responsible situated at the Building .	All
Stratum Lot Owner	means a person, persons or other entity registered as a proprietor or owner of a Stratum Lot .	All
Subsidence	means the sudden sinking or gradual downward movement of land or the ground's surface, which may be caused by natural processes or by human activities.	1, 2, 3, 4
Subterranean Fire	means a fire occurring beneath the ground's surface but does not mean a fire in an underground structure such as a basement car park.	1,2,3,4,5
Temporary Accommodation	means, where a Lot is occupied by the Lot Owner , alternative accommodation that is the reasonable equivalent of the Lot .	3
Temporary Partial Disablement	means, where in the opinion of a Doctor , the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in a reduction of their Salary post Bodily Injury of at least 25%. If the Covered Person ceases to be employed by the Body Corporate after the Event(s) occurs, then Temporary Partial Disablement means disablement which, in the opinion of a Doctor , reduces the Covered Person's capacity to undertake any occupation for which they may be suited by way of their education, training or experience by at least 25%. In both instances, the Covered Person must be under the regular care of and acting in accordance with the instructions or advice of a Doctor .	10

Temporary Total Disablement	means where in the opinion of a Doctor , the Covered Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties. If the Covered Person ceases to be employed by the Body Corporate after the Event(s) occurs, then Temporary Total Disablement means disablement which, in the opinion of a Doctor , prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances, the Covered Person must be under the regular care of and acting in accordance with the instructions or advice of a Doctor .	10
The Act	means the <i>Insurance Contracts Act 1984</i> (Cth).	All
Thumb(s)	means the opposable first digits of a Hand .	10
Toe(s)	means the digits of a Foot .	10
Underground Storage Tank	means any tank and associated piping and appurtenances connected thereto which tank has more than 10% of its volume below ground.	6
Vehicle	means any type of machine (including any trailer, machinery or apparatus attached thereto) that travels on wheels or self-laid tracks and is propelled by other than manual or animal power.	1, 2, 3, 4, 5
Volcanic Eruption	means the release of molten or hot rock, or steam, gas or liquid from a vent or vents in the earth's crust.	General Terms and Conditions
Volumetric Lot	means a lot, created by volumetric subdivision, defined by three-dimensional co-ordinate geometry fully defined by bounding surfaces, created by a volumetric format plan.	All
Volumetric Lot Owner	means a person, persons or other entity registered as the owner of a Volumetric Lot .	All
War	means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.	10
Watercraft	means any vessel, craft or thing made or intended to float on or in or travel on or through water.	1, 2, 3, 4, 5
We/Us/Our/Ours	means the company or companies named in the Schedule against " Insurer ". If more than one company is listed as " Insurer ", each company shall only be responsible for the percentage (%) of the indemnity subscribed against their name in the Schedule .	All

Wear and Tear	means decline in condition or loss through age, ordinary everyday use or lack of maintenance.	1, 2, 3
Wrongful Act	means any error, misstatement, misleading statement, act, failure to act, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by any Insured or Insured Person . The term Wrongful Act does not include Employment Practices and Publishers Liability .	7
You/Your/Yours	means the Named Insured .	General Terms and Conditions, 1, 2, 3, 5, 6
You/Your/Yours	means any Named Insured that is a Body Corporate .	4, 7, 8, 9, 10

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au.

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