



STRATA UNIT
UNDERWRITERS



residential strata insurance

STRATA INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

Preparation Date: 29/01/04

Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

To assist you to locate specific terms in the policy wording, a table of contents is provided on page 5 and an index is provided at the back of this booklet.

Introduction

Who is the Insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this insurance policy the insurer is called 'we', 'us' or 'our'. We can be contacted by writing to us at CGU Insurance, GPO Box 9902 in your capital city or by telephoning 131532.

Who is Strata Unit Underwriters

In arranging this product, Strata Unit Underwriting Agency Pty Limited trading as Strata Unit Underwriters is acting as an intermediary for the insurer. Their Australian Business Number is 30 089 201 534. Their Australian Financial Services Licence Number is 246719. They can be contacted by writing to Strata Unit Underwriters, 5/263 Alfred St, North Sydney NSW 2060 or by telephoning 1300 668 066.

The purpose of this PDS

The PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and the information about how the insurance premium is calculated. You still need to read the policy wording which commences on page 7 for a full description of the terms and conditions and limitations of the insurance policy.

General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under 'General Insurance Code of Practice' on page 7. Brochures on the Code are available from your nearest offices of CGU Insurance and Strata Unit Underwriters.

Your cooling-off period

We will refund all premium paid for cover under the insurance policy if you request cancellation within 21 days of its commencement. To do this, you must advise Strata Unit Underwriters in writing and return the schedule to them. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 7.

What to do if you have a dispute

If you have a concern about the insurance policy, our decision on your claim, our service or the service of our intermediary, loss adjustors or investigators, you may access our internal dispute resolution process. To do so, please contact your nearest CGU Insurance office. If we are unable to resolve your concern, you may request it be reviewed by the insurance industry's review panel. This is a free service available to you by calling 1300 78 08 08. The review panel is administered by Insurance Enquiries and Complaints Ltd (IEC) ABN 23 062 284 888. Details about the dispute resolution system are shown in the policy wording under 'Our service commitment' on page 36.

Your Duty of Disclosure

We rely upon the information you provide to use when you apply for insurance, and when you renew, change or reinstate your policy. You must tell us anything you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you.

Details about disclosure information are shown in the policy wording under 'What you need to tell us' on page 8 and 'What you do not need to tell us' on page 8.

How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

How to make a claim

To make a claim, please contact Strata Unit Underwriters on 1300 668 066 when something happens that you believe you can claim for. Details about making a claim are shown in the policy wording under 'What you must do when you make a claim' on page 35. 'What you must not do when you make a claim' on page 35 and 'You give us your rights to claim from anyone else' on page 35.

Taxation information

CGU Insurance shows all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax). Details about the Goods and Services Tax are shown in the policy wording under 'How the Goods and Services Tax affects your claim' on page 34.

Significant features and benefits

You secure the insurance cover you require by selecting from the extensive range of covers and options we offer with this policy.

You can choose cover for:

- Buildings, common contents and common property.
- Liability.
- Fidelity Guarantee.
- Office Bearers' Liability.
- Personal Accident.
- Workers Compensation in NSW, WA, Tasmania and NT.

We offer accidental damage cover for buildings including common contents, common property and new for old cover for buildings, including common contents and common property. You also choose the liability cover you need – you can select \$5 million, \$10 million, \$15 million or \$20 million. Higher limits may be available upon request.

Another feature includes no loss sharing penalties for under insurance.

With the covers for buildings, common contents and common property, office bearers' liability and personal accident, a range of additional benefits is included. These benefits are shown in the policy wording under 'Additional benefits we will pay for' on pages 13 to 16, and on pages 24, 29 and 31.

Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you. For example, we do not pay for loss or damage caused by:

- Erosion.
- Flood.
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- A defect in an item, faulty workmanship, structural defects or faulty design.

This lists some of the events that are not covered by this insurance, and for full detail of all relevant policy exclusions you should read the policy wording and make yourself aware of all the exclusions that apply.

In the policy wording we show when cover is not provided. Events that we will not pay for under the various sections of the policy are listed on the pages referred to below:

- Buildings, common contents and common property - page 20.
- Liability - pages 21, 22, 23 and 24.

- Fidelity Guarantee - page 26.
- Office Bearers' Liability - pages 28 and 29.
- Personal Accident - page 31.

It is important that you are aware of these exclusions and so you should read them.

There are the things that you must do in order for your insurance cover to apply. For example, you must pay the premium. In the policy wording we show what you need to do under 'What you are required to do for us' on page 31.

Significant risks

Adequate sum insured

In the event of a major loss, your sum insured should be sufficient to allow for replacement of your property.

Strata insurance requirements

There are specific requirements in each state and territory that deal with insurance for strata properties. You should check that your insurance meets those requirements.

Policy limits

Limits do apply to some items. For example, we will pay additional costs required to comply with government or local authority bylaws as shown on pages 17 and 19. These costs do not extend the sum insured and will not be paid if the sum insured is insufficient to meet the total costs involved in rebuilding or repairing your buildings. You should read the policy wording so that you are aware of limits that may be applicable to you.

Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of both your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' on page 8 and 'What will happen if you do not tell us' on page 8.

Excesses

If you make a claim under the policy, you may be required to pay one or more excesses. The descriptions of these excesses and the circumstances in which they are applied are shown in the policy wording under 'Policy excess' on page 17. The amount of each excess will be shown on your schedule other than earthquake excess which is shown on page 17 of the policy wording.

In most instances you can select at the time of your enquiry or application for insurance the amount of policy excess you wish to pay should you have a claim. When you select a higher policy excess amount we will normally reduce the amount of premium we charge you.

In some instances we will impose the amount of policy excess you will need to pay should you have a claim. In deciding to impose a policy excess we take into consideration a number of factors in setting the amount of the policy excess. These include factors relating to the property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of the policy excess will be advised to you.

Costs

The premium payable by you will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of the enquiry or application for strata insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

Table of Contents

[An index is provided at the back of this policy wording to assist you to locate specific items.](#)

Strata Insurance Policy

CGU Insurance Triple Guarantee	7
General Insurance Code of Practice	7

Your Policy

What you need to tell us	8
What you do NOT need to tell us	8
What will happen if you do not tell us	8
When you are insured	8
Who is insured under this policy	8
Who is the insurer	8
Who is Strata Unit Underwriters	8
Words that have a special meaning	9

Section 1

Buildings, Common Contents and Common Property	10
What are your buildings	10
What are NOT your buildings	10
What is your common contents	10
What is your common property	11
What is insured	12
Additional Benefits We Will Pay For	13
Removal of debris	13
Professional fees	13
Mortgage costs	13
Loss of rent and removal costs	13
Loss of rent	13
Costs to make submissions	14
Catastrophe cover	14
Claims preparation costs	14
Trees, plants and shrubs	14
Common contents and/or common property in open air or removed	15
Restoration of records	15
CPI increase	15
Automatic reinstatement	15
Pets	15
Personal property	15
Maintenance fees	15
Arson reward	15
Fire extinguishment	15
Increased value of alteration	16
Emergency accommodation	16
Replacement of keys and locks	16
Paying Claims	17
Policy excess	17
The most we will pay for your buildings, common contents or common property	17
How we pay a claim for your buildings	17
Statutory authority	17
Floor space ratio	17
Fixed coverings	17
Undamaged property	18
Escape of liquid	18
Land value	18
Undamaged foundations	18
How we pay a claim for your common contents	
How we pay a claim for your common property	18
What Section 1 Of The Policy Does NOT Cover	20

Section 2	
Liability	21
When we will pay	21
When we will NOT pay	21
Additional benefit – Legal Expense Costs	24
Section 3	
Fidelity Guarantee	26
When we will pay	26
When we will NOT pay	26
How loss is reduced	26
Section 4	
Office Bearers Liability	27
Words that have a special meaning	27
When we will pay	27
When we will NOT pay	28
What you must do	29
What you must NOT do	29
Additional benefits we will pay for	29
Advancement of defence costs	29
Section 5	
Voluntary Workers Personal Accident	30
When we will pay	30
When we will NOT pay	31
Additional benefits we will pay for	31
How to make a claim	31
What an injured person is required to do for us	31
Section 6	
Workers Compensation	32
Important Information Applicable To Your Policy	33
You cannot give your rights away	33
What you are required to do for us	33
Cancelling your policy before the due date	33
Return of premium if your policy is cancelled before due date	33
How the Goods and Services Tax affects your claim	34
The law that applies to this policy	34
How To Make A Claim	35
Who to contact in the event of a claim	35
What you must do when you make a claim	35
What you must NOT do when you make a claim	35
You give us your rights to claim from anyone else	35
Our Service Commitment	36
Index	37-38

Strata Insurance Policy

This Insurance Policy has been arranged in conjunction with CGU Insurance Limited and Strata Unit Underwriting Agency Pty Limited trading as Strata Unit Underwriters.

This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Please read this insurance policy before you apply for insurance.

This insurance policy sets out the terms, conditions and limits that apply for the insurance we offer to you. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this insurance policy and, the schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance policy, please contact our office immediately. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

CGU Insurance Triple Guarantee

Our guarantee assures you of quality insurance and service at all times.

Service Guarantee

We will provide you with the highest standards of service.

Fair Dealing Guarantee

We will meet any claims covered by your policy fairly and promptly.

Money Back Guarantee

You have 21 days after you receive your numbered policy schedule to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the schedule and insurance policy to us. You will receive a full refund of the premium paid, providing nothing has occurred for which a claim is payable under the policy.

General Insurance Code Of Practice

CGU Insurance proudly supports the **General Insurance Code of Practice**.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to improve:

- The quality, comprehension and accuracy of policy documents and other information provided to consumers.
- Employee and agent training and supervision.
- Claims handling and dispute resolution.

Brochures on the Code are available from your nearest CGU Insurance office.

Your Policy

What you need to tell us

You must tell us everything that you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy or when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all the questions in this way. These requirements are part of the Insurance Contracts Act 1984.

What you do NOT need to tell us

You do not need to tell us anything that:

- Reduces our risk.
- Is of common knowledge.
- We know, or as an insurer should know.
- We indicate that we do not want to know.

What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your policy as if it never existed.

When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your insurance by cash, cheque, credit card or electronic funds transfer. If your payment is dishonoured by your financial institution, you are not insured.

Who is insured under this policy

The name and/or number set out in the schedule is insured. In this policy the insured is called "you" or "your".

Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is called "we", "us" or "our".

Who is Strata Unit Underwriters

Strata Unit Underwriting Agency Pty Limited trading as Strata Unit Underwriters is the agent for the insurer. Their Australian Business Number is 30 089 201 534. Their Australian Financial Services Licence Number is 246719.

Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed in bold below. If the meaning of the word is not listed below, we tell you on what page the meaning is printed.

Your Buildings:	This is on page 10 under "What are your buildings".
Your Common Contents:	This is on page 10 under "What is your common contents".
Your Common Property:	This is on page 11 under "What is your common property".
Your Documents:	Written or printed records that belong to you. They do not include bearer bonds or coupons, bank or currency notes, book debts or any negotiable instruments.
Excess:	This is the amount of money you will pay if you have a claim. We will reduce the amount we will pay you for your claim by the excess. The amount of your excess is shown on your schedule and the earthquake excess is shown on page 17.
Schedule:	This is the document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.
Situation:	This is the place where the building and/or common property are located. We will show this place on all schedules we give you.
Authorised Legal Representative:	A solicitor approved by us.

Section 1 Buildings, Common Contents and Common Property

What are your buildings

- The building including any improvements.
- Any outbuilding.
- Fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds.
- Floating floors.
- Services which include the supply of electricity, water, etc.
- Any item built in, or fixed to, or on, the building.
- Blinds or awnings on the outside of the building.
- Anything permanently built, constructed or installed on your property. This includes items built, constructed or installed permanently by an owner of a unit.

What are NOT your buildings

- Any property that a tenant is liable for under the terms of a rental agreement.
- Paint, wallpaper or other wall and ceiling finishes or coverings within a unit where your building is located in New South Wales.

What is your common contents

Your common contents is:

Property as detailed below owned by:

- the body corporate, owners' corporation, corporation, strata corporation, strata company, company title, community scheme, neighbourhood scheme, precinct scheme; and
- for which the body corporate, owners' corporation, corporation, strata corporation, strata company, company title, community scheme, neighbourhood scheme, precinct scheme is legally responsible.

Common contents comprises:

- Appliances, office equipment, furniture and furnishings that are not built in, maintenance equipment, carpets, curtains and fittings.
- Computer tapes, cassettes, cartridges and discs including computer software. We will only pay the value of these items when blank unless they were pre-recorded when you purchased them. We will pay up to \$5,000 for these.
- Money and negotiable documents. We will pay up to \$ 5,000 in total for these.
- Special Property which is listed on your schedule.

Common Contents does not include the property of unit owners, shareholders, members, proprietors or any other person or party.

What is your common property

Your common property is:

- All other property, other than your common contents, at the situation that is not contained within the boundaries of a lot, or as defined in the applicable strata legislation, which is owned by the body corporate, owners' corporation, corporation, strata corporation, strata company, company title, community scheme, neighbourhood scheme, precinct scheme and for which the body corporate, owners' corporation, corporation, strata corporation, strata company, company title, community scheme, neighbourhood scheme or precinct scheme is legally responsible.

What is insured

Your buildings and your common contents and your common property, as set out in the schedule, are insured if they are destroyed, lost or damaged. They are insured only if you own them, or are liable for them.

When you insure your buildings, cover for your common contents and your common property is included.

Your buildings, your common contents and your common property are insured while at your situation.

We will cover your buildings, your common contents and your common property for any accidental damage or accidental loss including that caused by:

- landslide or subsidence but only if it occurs within 72 hours after one of the following events:
 - Storm, rainwater or wind.
 - Earthquake.
 - Explosion.

 - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or drain.

- An electric motor no bigger than 4 kilowatts (5hp) burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will do this if the electric motor is 20 years old or less. Electric motors larger than 4 kilowatts (5hp) are not covered by this insurance.

We will not cover your buildings, and your common contents and your common property for accidental damage or accidental loss caused by:

- Landslide or subsidence except as described on page 12.
- Settling, shrinkage or any movement of earth.
- Erosion.
- Water entering your buildings through an opening made for any building, renovation or repair work.
- Water entering your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Flood

We do not provide cover for damage by flood. Flood is when water from a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified), overflows onto normally dry land. Water that escapes from an irrigation canal is not flood. We also regard any rainwater on your property;

- that cannot run off into a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified), because it is overflowing in flood, and/or
- that mixes with the floodwater coming from the river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified); as water coming from a flood.

- Rust, corrosion, gradual deterioration, wear or tear, wet or dry rot.
- Rats, mice or insects.
- Roots from trees, plants, shrubs or grass.

- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- a defect in an item, faulty workmanship, structural defects or faulty design.
- mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

Additional benefits we will pay for

We will pay the following costs when the sum insured on your buildings is not totally used for a claim. These will be paid when they result from accidental damage or accidental loss to your buildings, your common contents or your common property.

■ Removal of debris

We will pay the reasonable costs of demolishing and removing any building debris when damage or loss occurs.

■ Professional fees

We will pay the reasonable costs of architects', surveyors' and legal fees when damage or loss occurs.

We will pay the following costs in addition to the sum insured. These will be paid when they result from accidental damage or accidental loss to your buildings, your common contents or your common property.

■ Mortgage costs

We will pay your legal costs to discharge your mortgage if your claim is for a total loss.

■ Loss of rent and removal costs

We will pay an amount:

- Equal to the rent that the owner of the unit receives, if the unit is rented.
- Equal to the amount of rent that the unit could have been rented for, if the unit is occupied by the unit owner.
- To remove, store and return a unit owner's contents.
- To remove, store and return your common contents and/or your common property.

We will pay for this when:

- Your buildings or sections of your buildings are unable to be lived in as a result of accidental damage or accidental loss.
- Other property located near your buildings is damaged and access to your buildings is prevented.
- If the unit is rented, we will pay until the unit is relet. We will only pay up to 15 per cent of your buildings' sum insured.

■ Loss of rent

We will pay an amount:

- Equal to the rent that the owner of a unit received, if the unit is rented.
- Equal to the amount of rent that the unit could have been rented for, if the unit is occupied by the unit owner.

We will only pay this when your buildings or sections of your buildings are unable to be lived in following:

- The failure of services. This includes the supply of electricity, water, gas, or sewage service. It does not include telephone or television service. We will only pay when accidental loss or accidental damage occurs to property belonging to the service provider. We will only pay after the service has failed for 24 hours. The most we will pay for is 30 days.
- A murder or suicide, and/or infectious or contagious disease. We will only pay when a government or local authority prohibits your buildings or sections of your buildings from being occupied following and as a direct result of these events. Our payment will start when the government or local authority declares that your buildings or sections of your buildings cannot be occupied. The most we will pay for is 30 days.

■ **Costs to make submissions**

We will pay for you to make submissions to:

- state governments, and
- builders' licensing authorities, and
- local government authorities,

when accidental damage or accidental loss occurs.

We will also pay your costs in attending any hearing called. This includes the cost of:

- Instructing solicitors, liaising with architects, engineers, surveyors or builders, and
- Attending your meetings.

We will only pay these costs when:

- damage to your buildings is more than \$500,000 or more than 50 per cent of the cost of replacing your buildings, and
- damage to your buildings occurs from a government declared catastrophe or emergency.
- you obtain our prior written consent to the costs being incurred.

■ **Catastrophe cover**

We will pay up to an additional 15 per cent of your buildings sum insured if your buildings are damaged as a result of a government declared catastrophe or emergency.

■ **Claims preparation costs**

We will pay the costs and expenses you incur for the preparation of a claim following accidental damage or accidental loss to your buildings, your common contents or your common property. We will only pay these costs and expenses when we agree to do so in writing before they are incurred. The most we will pay in any one period of insurance is \$10,000.

■ **Trees, plants and shrubs**

We will pay to remove and replace:

- Trees, plants or shrubs if they are damaged by a vehicle.
- Lawns, trees, plants or shrubs if they are:
 - stolen, or
 - burnt, or
 - maliciously damaged.

We will not pay for any other damage or loss to lawns, trees, plants or shrubs. The most we will pay is \$5,000 in any one period of insurance.

■ **Common contents and/or common property in open air or removed**

We will pay for accidental damage to or accidental loss to common contents and/or common property:

- In the open air. We will only pay when your common contents and/or common property is in an area surrounded by gates, walls and fences. The most we will pay is \$7,500.
- When the common contents and/or common property is removed from the situation for service or repair. The most we will pay is \$7,500.

■ **Restoration of records**

We will pay:

- to replace or restore your documents. This includes information on your documents; or
- to replace your documents as blank stationery.

The most we will pay is \$5,000 in any one period of insurance. We will only pay when the accidental damage or accidental loss occurs to your documents when they are in your buildings, or in a bank safe.

■ **CPI increase**

If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.

■ **Automatic reinstatement**

You are fully insured again for your buildings, your common contents and your common property for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for your buildings, common contents and your common property will end then.

■ **Pets**

If your buildings are unable to be lived in, we will pay the cost of temporary accommodation of a domestic pet owned by a unit owner normally kept at the situation. The most we will pay is \$5,000 in any one period of insurance.

■ **Personal property**

We will pay the market value of personal property in your physical or legal control following accidental damage or accidental loss. The most we will pay is \$5,000 any one event.

■ **Maintenance fees**

We will pay the maintenance fees required to be paid by a unit owner to you, where you have exhausted all practical measures to collect the maintenance fees following an insured loss that renders the unit untenable.

■ **Arson reward**

We will pay a reward for information which leads to an arson conviction, in connection with loss or damage covered by this policy. The most we will pay will be \$5,000 for any one event irrespective of the number of people providing information.

■ **Fire extinguishment**

We will pay the costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at the situation, including the replenishment of fire extinguishers.

■ Increased value of alteration

We will pay up to an additional 5 per cent in total of your buildings sum insured if any unit owner carries out alterations to their unit which results in the replacement cost of your buildings exceeding your buildings sum insured.

We will only pay for:

- alterations that affect the structure of your buildings.
- any increase in respect of the alteration, which increased the replacement value of your buildings.

■ Emergency accommodation

We will pay the reasonable costs of alternate emergency accommodation that the owner of a unit may incur when the owner of the unit cannot live in the unit following:

- damage or loss to the unit, or
- damage to other property located near your buildings which prevents access to the unit.

The most we will pay is \$250 per day, for up to 4 days.

We will not pay these costs when:

- the unit is not the unit owner's principal place of residence.
- the unit owner has insurance that provides cover for alternate emergency accommodation.

■ Replacement of Keys and Locks

In the event of keys to a unit having been stolen as the result of forcible entry into that unit or your buildings, or where reasonable grounds exist so as to conclude that keys have been unlawfully duplicated, we will pay the cost of re-keying or re-coding locks together with replacement keys, or replacing with locks of a similar type and quality if they can not be re-keyed or re-coded. The most we will pay is \$1,500 in any one period of insurance.

We will not pay for:

- codes or keys duplicated or stolen by tenants or where there are reasonable grounds to believe they were duplicated or stolen by tenants during or following a period of tenancy.

Paying Claims

Policy excess

For each buildings, common contents or common property claim we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess is increased by \$250 for any claim for damage arising from an earthquake. This damage must occur within 72 hours of the earthquake.

When a claim is paid for damage to or loss of your buildings, your common contents or your common property, the excess amount will only be applied once.

The most we will pay for your buildings, common contents or common property

The most we will pay for any claim for buildings, common contents or common property is the sum insured shown on your schedule. This does not apply to amounts payable under "Additional benefits we will pay for" where we say we will pay in addition to the sum insured.

How we pay a claim for your buildings

When damage or loss occurs to your buildings we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new. We decide which one we will do. If we pay the cost of rebuilding your buildings you can rebuild on another site. You can do this provided the amount we pay is not increased.

Statutory authority

We will also pay any additional costs required for your buildings to comply with current government or local authority bylaws. We will not pay any of these additional costs if you were required to comply with these bylaws before the damage or loss occurred. Where the damage is less than 50 per cent of the costs of rebuilding your buildings, we will only pay for these additional costs as they apply to the damaged portions. Where the damage is more than 50 per cent of the costs of rebuilding your buildings, we will pay all of these additional costs.

Floor space ratio

If when rebuilding your buildings or repairing the damaged portions of your buildings, the size of your buildings is reduced by any government or local authority bylaws, we will:

- pay the cost of rebuilding or repairing the damaged portions of your buildings, for the reduced size; and
- pay the difference between:
 - the actual cost of rebuilding or repairing the damaged portions for the reduced size of your buildings, and
 - the estimated cost of rebuilding or repairing the damaged portions, had the size of the buildings not been reduced.

We will not pay more than the sum insured. We will reduce the amount we pay you by any amount you may receive as compensation for or in respect of the size reduction of your buildings or any part of your buildings.

Fixed coverings

We will pay for fixed coverings to walls, floors and ceilings only in the room, hall or passage in which the damage occurred.

Undamaged property

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

Escape of liquid

If the damage or loss was caused to your buildings by liquid escaping:

- from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall.
- we will pay the cost to:
 - Identify and locate where the liquid escaped.
 - Replace the defective part from where the liquid escaped.

Land value

Provided your sum insured is not totally used for a claim, we will also pay for any loss of land value following your claim which results from a government or local authority order or legislation that reduces the floor area of your buildings. Loss of land value is the difference between the value of the land just before the damage occurred and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.

Undamaged foundations

If the structure of the building is destroyed, but the foundations are not, and Government restrictions prevent rebuilding at the situation we will treat the foundations as being destroyed. If the land value of the situation including the foundations is greater than the land value without the foundations, we will reduce the amount we pay you by an amount equal to the difference between these values.

How we pay a claim for your common contents

When damage or loss occurs to any common contents item, we will do one of the following:

- Replace the common contents property item with the nearest equivalent new property.
- Repair the common contents property item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets; wall, floor and ceiling coverings; internal blinds and curtains; only in the room, hall or passage in which the damage occurred.

When a damaged or lost item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

How we pay a claim for your common property

When damage or loss occurs to your common property, we will pay the cost of replacing your common property or repairing the damaged portions to the same condition as when they were new. If we pay the cost of rebuilding your buildings, including your common property, you may rebuild on another site.

We will also pay any additional costs required for your common property to comply with current government or local authority bylaws at the situation. We will not pay any of these additional costs if you were required to comply with these bylaws before the damage or loss occurred.

We will reduce the amount we pay by any amount you may receive as compensation.

We will pay for fixed coverings to walls, floors and ceilings only in the room hall or passage in which the damage occurred.

We will try to match any material used to repair your common property with the original materials. If we cannot we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

State legislation governing strata plan, company title property or any similar scheme

Where any part of this policy is contrary to any act or regulation governing strata plan, company title property or any similar scheme, the requirements of that act or regulation will apply. Claims for your buildings, your common contents or your common property will be settled in accordance with the requirements of that act or regulation.

What Section 1 Of The Policy Does NOT Cover

We will not pay claims arising from:

- War or warlike activity. War does not have to be declared. We do not provide cover for theft following this.
- Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- Lawful destruction or confiscation of your property.
- Anything nuclear or radioactive.
- Damage to a heating element. We will pay for any resultant damage that is covered by the policy following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould and/or fungi.
- Anything that you or anyone acting for you deliberately causes.
- Flood, storm surge, the action of the sea, tidal wave, high water, or erosion (other than that directly attributable to damage caused by tsunami)
- Landslide or subsidence except as detailed on page 12.
- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than resultant loss or damage to any computer equipment or computer software.
- Terrorism – any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- The failure or inability to receive, send, access or use electronic data and/or software, and/or the internet. We will pay for any resultant loss or damage that is covered by this policy, other than resultant loss or damage to any electronic data and/or software.

This section of the policy only applies when the **schedule** shows that you have requested cover for liability.

In this section there are additional words that have special meanings. These words are listed in bold below.

Authorised representative in this section means, qualified legal personnel, assessors, investigators and persons appointed to act on your behalf.

Occurrence In this section occurrence means:

- A single incident that is not intended or expected.
- A series of incidents or continuous or repeated exposure to substantially the same general conditions which:
 - are not intended or expected; and
 - have the same cause; or
 - are attributable to the same source.

We will pay the amounts you are liable to pay for personal injury or damage to property following an occurrence if your liability arises from any of the circumstances shown below. The occurrence that results in a claim must occur during the period of insurance. We will also pay any legal costs you have to pay in relation to the occurrence where the costs are incurred with our prior written consent. This includes costs awarded against you. The most we will pay, including costs, for any occurrence is the amount shown in your schedule. Where the occurrence takes place over more than one period of insurance, we will only pay the amount shown in your schedule once in respect of each occurrence.

When we will pay

- If you have insured your buildings, we will pay the amount you have to pay as the owner or occupier of your buildings.
- If you have common contents, we will pay the amount you have to pay as owner of the common contents.
- If you have common property, we will pay the amount you have to pay as owner or occupier of the common property.
- If you have a car park, we will pay the amount you have to pay for damage to, or loss of, property while it is in the car park.

When we will NOT pay

We will not pay claims arising from:

- Your car park being operated by someone else as a commercial car park.
- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- Your use of motor vehicles, motor cycles, mini bikes, aircraft or watercraft other than golf carts, ride on mowers, or motorised maintenance equipment.
- Your servicing, repair or maintenance of any vehicle.
- Personal injury to any person employed by you and that injury arises from their employment with you.
- Damage to, or loss of, property that belongs to any person employed by you and that damage or loss arises from their employment with you.

- Any alterations, servicing, repairing or additions to lifts, escalators or hoists that you do. This includes anything that is part of a lift, escalator or hoist. This does not apply to any alterations, servicing, repairing or additions to lifts, escalators or hoists carried out by a person or company that you employ or contract and that person or company is qualified to make any alterations, servicing, repairing or additions to lifts, escalators or hoists.
- Vibrations or interference with the support of land, buildings or other property.
- Any business, profession, trade or occupation carried on by you other than the hiring out of your sporting or recreational facilities and the managing of the buildings and its surrounds.
- Any alterations, repairs, renovations or additions to the buildings that cost more than:
 - \$100,000 if the buildings sum insured under section 1 is less than \$1,000,000; or
 - \$200,000 if the buildings sum insured under section 1 is more than \$2,000,000; or
 - 10per cent of the buildings sum insured under section 1 if the building sum insured under section 1 is more than \$ 1,000,000 but less than \$2,000,000.
- The erection or demolition of buildings
- Any agreement or contract you enter into. If you would have been liable without the agreement or contract we will pay for your liability.
- The use, removal of, or exposure to any asbestos product or products containing asbestos.
- Any act of libel or slander.
- The removal, neutralising or cleaning up of pollutants.
- The discharge, release or escape of any pollutants. This exclusion will not apply where the discharge, dispersal, release or escape of pollutants:
 - Is caused by a single incident.
 - Is instantaneous.
 - Is clearly identifiable.
 - Is confined to one specific location.
- War or warlike activity. War does not have to be declared. We do not provide cover for theft following this.
- Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- Lawful destruction or confiscation of your property.
- Anything nuclear or radioactive.
- Anything that you or anyone acting for you deliberately caused.
- Landslide or subsidence except as detailed on page 12.
- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not been recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damaged that is covered by this policy, other than resultant loss or damage to any computer equipment or computer software.
- Terrorism – any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

- The failure or inability to receive, send, access or use electronic data and/or software, and/or the internet. We will pay for any resultant loss or damage that is covered by this policy, other than resultant loss or damage to any electronic data and/or software.

Additional benefit – Legal Expense Costs

Additional benefits we will pay for:

We will pay legal costs and expenses you are liable to pay following legal proceeding brought against you, in Australia. You must advise us immediately of any legal proceedings brought against you. We will only pay claims notified to us during the period of insurance.

The most we will pay under this additional benefit;

- (i) for any one claim, and
- (ii) in the aggregate in any one period of insurance,

is \$20,000.

When we will pay

We will pay legal costs and expenses where you are able to satisfy us prior to the costs and expenses being incurred, that:

- there are good prospects of successfully defending the legal proceedings brought against you, and
- the costs and expenses are reasonable and necessary.

We will not unreasonably withhold our consent.

We will only pay legal costs and expenses when legal proceedings are brought against you:

- in respect of owning, operating and managing the buildings insured under Section 1,
- under any consumer protection legislation,
- about a dispute in respect of:
 - (i) terms and conditions of employment, or
 - (ii) discrimination legislation, with a current, past or prospective employee.

When we will NOT pay

We will not pay claims relating to:

- proceedings brought by you or on your behalf.
- any proceedings brought by us.
- proceedings that you have not immediately advised us of.
- costs and expenses that you have not sought our consent prior to them being incurred.
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you, other than legal costs and expenses.
- any matter arising out of any insurance cover required by legislation.
- any matter where insurance cover is separately available to you within this policy, even if you do not take that cover.
- proceedings, or any other circumstances which may lead to a proceeding, of which you were aware before you first effected this insurance.
- a conflict of your duty or a conflict of your interest.
- defamation, slander or libel.
- anything that you or anyone acting for you did, or omitted to do, including fraud or dishonesty.

- defending legal proceedings without obtaining our prior written consent or in a different way from that advised to your authorised legal representative.

We will not pay fees for legal counsel, accountants or any other witness unless we have approved the appointment of such people and agree to the fees prior to the appointment(s) and/or fees being incurred.

We will not pay any legal costs or expenses if you withdraw from defending legal proceedings brought against you.

What you are required to do for us

- You must provide to the authorised legal representative all required materials available to you.
- You must provide to the authorised legal representative all assistance they required.
- You must allow us to obtain information from the authorised legal representative to assist us in managing your claim.
- You must tell us of an offer to settle a proceeding. We may stop paying your legal costs and expenses if you unreasonably do not agree to the settlement. When the authorised legal representative recommends settlement of a proceeding and you wish to continue with the proceeding, we will only pay the legal costs and expenses incurred up to that date.
- You must allow us to obtain from the authorised legal representative information we require for your claim.
- You must send all documents and accounts relating to your claim within 72 hours of receiving them.

How we settle a claim for legal costs and expenses

When something happens for which you believe you can claim legal expense costs under this section, you can:

- Ask us to nominate a solicitor, or
- propose your own solicitor,

To be the authorised legal representative. We will decide if we wish to use the solicitor you propose.

All authorised legal representatives will act on your behalf and in your name.

If you are not successful in defending legal proceedings brought against you, we will only pay for one appeal. You must advise us in writing of your intention to appeal. This advice must be provided to us at least 7 days before the time for making an appeal expires. We will only agree to the appeal if we consider that there are reasonable prospects of the appeal being successful.

Excess

For each claim for legal costs and expenses we will reduce the amount we pay for your claim by \$250.

What we are allowed to do

We reserve the right to:

- take over and conduct in your name the settlement of any claim or legal proceeding or appeal.
- refuse to use the solicitor you propose without providing any reason.
- instruct you to terminate the services of the authorised legal representative if we consider it is in your interests to do so.
- appeal any decision if you are not successful in defending legal proceedings brought against you.

This section of the policy only applies when the schedule shows that you have requested cover for Fidelity Guarantee.

When we will pay

We will pay the amount of any loss that you incur as a result of an act of fraud, or the dishonest use of money or assets that belong to you.

We will only pay if the loss:

- occurs during the period of insurance; and
- is caused by a person who is a member of the committee of the governing body of your buildings. The member must own a unit in the buildings, or be appointed by the owner of the unit of your buildings to represent that owner. This does not include any member of the committee of the governing body of your buildings who is an authorised strata manager, director, partner, representative or employee of a strata management company with whom you, or the owner of a unit in your buildings, have entered into any management agreement.

The most we will pay is the amount shown on your schedule.

When we will NOT pay

We will not pay:

- When the loss occurs before this insurance started, or after this insurance finished.
- When a further loss occurs after the first loss has been discovered.
- Any cost incurred following a loss.

We will not pay claims arising from:

- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond anytime when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

How a loss is reduced

To the extent allowed by law, you are required to retain any money or assets that belong to the member who was fraudulent or dishonest. We will use this money and the proceeds of the sale of assets to reduce the amount of the loss.

This section only applies when the schedule shows that you have requested cover for Office Bearers' Liability.

Words that have a special meaning

In this section there are additional words that have a special meaning. These words are listed in bold below.

First notification In this section first notification means any writ, summons, legal proceeding or written or verbal demand, allegation or claim, served on, or made to you, or a member or a former member of the committee of the governing body, or a duly appointed member of a sub-committee of your buildings, and alleging any act or omission that is covered by this section.

Former member In this section, a former member means a person who was a member of the committee of the governing body, or a duly appointed member of the sub-committee of your buildings, during the period of insurance immediately prior to the current period of insurance.

When we will pay

We will pay the amount that a person, who is a member or a former member of the committee of the governing body or duly appointed members of a sub-committee of your buildings, is liable to pay, as a result of that person actually or allegedly:

- Incorrectly acting, or
- Making an incorrect or misleading statement, or
- Failing to comply with that person's duty, or
- Failing to act as required, or
- Not carrying out that person's duty properly.

The most we will pay including legal costs is the amount shown on your schedule.

We will only pay this amount if:

- The member owns a unit in your buildings, or is appointed by the owner of a unit in your buildings, to represent the owner. If a member is a former member, that former member must have owned a unit in the buildings or have been appointed by the owner of a unit in your buildings to represent that owner, at the time the event giving rise to the claim occurred.

This does not include:

- Any member or duly appointed member of a sub-committee of the governing body of buildings, who is an authorised strata manager, director, partner, representative or employee of a strata management company with whom you, or the owner of a unit in your buildings, have entered into any management agreement.
- Any former member or former duly appointed member of the sub-committee of the governing body of buildings who was an authorised strata manager, director, partner, representative or employee of a strata management company with whom you, or the owner of a unit in your buildings, had entered into any management agreement.

- The event giving rise to the claim occurs within the current period of insurance. This only applies if the first notification of a claim or potential claim against you, a member or a former member of the committee or a duly appointed member of a sub-committee of the governing body of your buildings, is reported to us in the current period of insurance.
- The event giving rise to the claim occurs within the current period of insurance immediately prior to the current period of insurance and first notification of a claim is reported to us in the current period of insurance. We will only pay when the event giving rise to the claim occurs in the immediate prior period of insurance if:
 - that insurance had the same amount of cover as the current insurance, and
 - that insurance had the same terms and conditions as the current insurance, and,
 - there was no time period between the end of the prior period of insurance and the start of the current insurance during which the cover was not held.
- The event giving rise to the claim occurs:
 - when the person is a member of the committee of the governing body or duly appointed member of a sub-committee of your buildings; and
 - as a result of the person's activities as a member of the governing body or duly appointed member of a sub-committee of your buildings.
- The claim is made against you or a member or a former member of the committee, of the governing body of your buildings in an Australian Court of Law.

When we will NOT pay

We will not pay claims arising from:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- A member or a former member gaining a personal profit or advantage for which that member or former member was not entitled.
- A member or former member gaining a personal profit or advantage for which that member or former member is accountable to you, or to any other member.
- Money or gratuity given to a member or a former member, which was not approved by you, or your approval is required or approval is required by law.
- A member or a former member acting dishonestly or fraudulently, or in a criminal, willful or malicious way.
- Any injury, illness or death of any person, or damage or loss to any property. This does not include injury, illness or death of any person, or damage or loss to any property for which you are liable and for which you are not insured due to a member or former member of the committee of the governing body, or a duly appointed member of a sub-committee of your buildings, failing to obtain public liability insurance for you.
- Any circumstance or event when a member or a former member is entitled to be reimbursed by the governing body or duly appointed member of a sub-committee of your buildings.
- Any circumstance or event when a member or former member is entitled to claim under another policy that ended before this policy started.
- Any circumstance or event when a member or former member acted outside the authority held by that member.
- A conflict of duty, or a conflict of interest, of a member or former member.
- Pollution or contamination.

- Any agreement or contract a member or former member of the committee of the governing body or a duly appointed member of a sub-committee of your buildings enters into. If you or the member or former member would have been liable without the agreement or contract, we will pay for your liability or that of the member or former member.
- A failure to provide to us first notification of a claim made against you, or a member, or a former member of the committee of the governing body or a duly appointed member of a sub-committee of your buildings, in the current period of insurance.
- Failure or inability of any term, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond anytime when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

What you must do

You must advise us in writing of:

- Any claim made against you.
- Receipt of any notice from any person of any intention to make a claim against you.
- Any circumstance or event which may result in a claim being made against you.

What you must NOT do

You must not:

- Make any promise to pay or offer payment, or admit responsibility for a claim.
- Incur any cost or expenses for a claim, unless we agree to them prior to them being incurred.

Additional benefits we will pay for

Advancements of defence costs

Where we have not agreed to pay a claim, we may:

- decide not to manage the settlement of a claim and then we may, at our option, pay the costs of defending the claim as they are incurred; or
- decide to manage the settlement of a claim and then we will pay the costs of defending the claim as they are incurred.

We decide which one we will do.

If we deny cover for a claim, or a claim is withdrawn, we will stop paying the costs of defending the claim. If we do this, we reserve the right to recover from the member(s) any payments previously made by us to defend the claim to the extent that the member(s) were not rightfully entitled to the previously paid payments.

Section 5

Voluntary Workers Personal Accident

This section of the policy only applies when the schedule shows that you have requested cover for Personal Accident.

When we will pay

- If any person, who is engaged in unpaid work for you, is injured in an accident while they are performing and in connection with the performance of those duties, we will pay that person the benefits shown below. If that person dies, we will pay that person's executors or administrators of the estate.

We will only pay when the work is performed for you.

- The benefits shown below are for one unit of cover. Your schedule will show the number of units of cover you have selected. The most we will pay is the amount shown on your schedule.
- We will only pay benefits under this section when the injury or death results from an accident during the period of insurance.

Benefit 1	Death	\$ 10,000
Benefit 2	Permanent loss of all sight in both eyes.	\$ 10,000
Benefit 3	Total loss of use of: <ul style="list-style-type: none">● both hands, or● both feet, or● one hand and one foot.	\$ 10,000
Benefit 4	Total loss of use of one hand or one foot, and permanent loss of all sight in one eye.	\$ 10,000
Benefit 5	Permanent loss of all sight in one eye.	\$ 5,000
Benefit 6	Total loss of use of one hand or one foot.	\$ 5,000
Benefit 7	An injury that prevents the person from carrying out all of the usual duties of their usual occupation.	\$ 100 per week
Benefit 8	An injury that prevents the person from carrying out some of the usual duties of their usual occupation.	\$ 25 per week

- We will only pay one benefit for the injury, except as described below:
 - Where payment for benefit 1,2,3 or 4 for an injury is made, it will be reduced by any payment made for benefit 5 or 6 for the same injury.
 - Where payment for 1,2,3,4,5 or 6 for an injury is made, it will be reduced by any payment made for benefit 7 or 8 for the same injury.

When we will NOT pay

We will not pay any claims:

- If the injured person does not obtain medical advice and/or treatment from a medical practitioner as soon as possible after the injury occurs.
- For benefit 7 or benefit 8, if the injured person is not in paid employment at the time of the injury.
- For benefit 7 or benefit 8 for more than 104 weeks for the same injury.
- To an injured person when that person has already been paid for benefits 2,3,4,5 or 6.
- For any deliberately self inflicted injury.
- For any pre-existing injury, physical or mental disability.
- Which results from the person being under the influence of alcohol or a drug. This does not apply to a drug taken or given with the advice of a registered medical practitioner.
- Which results from the person being addicted to alcohol or drugs.

Additional benefits we will pay for

We will pay the following after a person is injured:

- Reasonable expenses that the injured person incurs in travelling to obtain medical treatment.
- Reasonable expenses that the injured person incurs in obtaining necessary domestic help.
- Any other reasonable and necessary expenses that the injured person incurs as a direct result of the injury that are not recoverable from any other sources.

The most we will pay for all of these expenses in total is \$2,000 per injury.

How to make a claim

- You must tell us in writing as soon as possible after the injury occurs, that may result in a claim.
- You or the injured person must pay the cost, if any, of certificates, reports or other evidence that we may require. We will only accept an initial certificate from a registered medical practitioner. We will accept further certificates for ongoing incapacity from a registered medical practitioner or from a registered physiotherapist, registered chiropractor or registered osteopath, if the certification is appropriate to the injured person's injury.

What an injured person is required to do for us

- We may request the injured person to have a medical examination. We will pay for this examination.
- We may request a post-mortem examination in the event of death. We will pay for this examination.

Section 6

Workers' Compensation

This section of the policy only applies when your schedule shows that you have requested cover for Workers' Compensation for persons employed in connection with owning, operating and managing your buildings.

Some circumstances make Workers' Compensation insurance compulsory if you have employees. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing work for you in respect of owning, operating and managing the buildings insured under Section 1. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant Workers' Compensation legislation in your state or territory.

Important Information Applicable To Your Policy

This applies to all sections of the policy

You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

What you are required to do for us

- You must pay us the premium for this insurance.
- You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a claim under this policy.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You must comply with the conditions of this policy.

Cancelling your policy before the due date

You can cancel this policy at anytime. To do this you must ask us in writing. The policy will end when we receive your request.

We can cancel this policy if you do any of the following:

- Make a misleading statement to us when you apply for your insurance.
- Fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy.
- Fail to comply with the conditions of this policy.
- Fail to pay the premium for this insurance.
- Are not fair and open in your dealings with us.
- Make a claim during the period of this policy that is fraudulent. The claim does not have to be under this policy and can be with us or another insurance company.

We may also cancel this policy if there is a change in the circumstances of the risk during the period of insurance.

If we cancel this policy we will advise you in writing. To do this, a notice will be delivered to you or posted to you.

Return of premium if your policy is cancelled before due date

If your policy is cancelled before the due date:

- We will keep the premium that applies to the period in respect of which the policy was in force.
- We will return to you the premium which you have paid that applies to the period from the date the policy ended to the due date of the policy, unless you make a fraudulent claim.

How the Goods and Services Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the State or Territory of Australia where this policy is issued.

State Legislation governing strata plan, company title property or any similar scheme

Where any part of this is contrary to any act or regulation governing strata plan, company title property or any similar scheme, the requirements of that act or regulation will apply.

How to make a claim

This applies to all sections to the policy.

Who to contact in the event of a claim

Please contact Strata Unit Underwriting Agency Pty Limited trading as Strata Unit Underwriters when something happens that you believe you can claim for.

What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make it within 30 days of the date of loss, we may reduce what we pay you by an amount which represents any disadvantage we suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police.
- Keep the property that has been damaged so we can inspect it.
- Tell us about any prosecution or inquest that may be held.
- Send us any document relating to your claim within 72 hours of you receiving the document.

What you must NOT do when you make a claim

You must not do any of the following:

- Repair or replace any damaged property without our consent.
- Pay, promise to pay or offer payment, or admit responsibility for a claim.

You give us your rights to claim from anyone else

If you have the right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do any thing that prevents us from doing this and you must give us all the information and cooperation that we require.

Our Service Commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice.

If you are not satisfied with:

- One of our products;
- Our service;
- The service of our agents, loss adjusters or investigators;
- Our decision on your claim,

please contact your nearest CGU office where our staff will help you in any way they can. If they are unable to satisfy you they will refer it to their manager who will immediately deal with the matter.

If the manager cannot resolve the matter, it can be dealt with through our Internal Dispute Resolution process. You need to ask our manager to refer the matter to a Dispute Resolution Officer.

The Dispute Resolution Officer will investigate and try to reach a satisfactory outcome. You will be advised in writing of our final decision. Our Dispute Resolution System is a free service to you.

If your dispute is about a claim and you do not agree with our decision, your claim can be reviewed through the insurance industry's Claims Review Panel. This Panel is administered by Insurance Enquiries and Complaints Ltd (IEC) ABN 23 062 284 888.

The Panel is an impartial body that is independent of this company. It will investigate your claim and make its decision at no cost to you.

Brochures outlining the operations of IEC are available from the Insurance Council of Australia in your state.

Index

Accidental Damage			
Not Covered	12		
Access			
Prevention of	13		
Additional Costs	17		
Appliances	10		
Arson Reward	15		
Buildings			
Definition	10		
Extent of Cover	10		
Not Covered	12,20		
Cancellation	33		
Carpets	10		
Car park	21		
Catastrophe	14		
Chemical Cleaning	13		
Claims			
Making a Claim	35		
Preparation Costs	14		
Paying a Claim			
Buildings	17		
Common Property	18		
Common Property Definition	11		
Cover – Extent of	11		
In open air	15		
Not covered	12,20		
Removed from situation	15		
Corrosion	12		
Debris, Removal of	13		
Defects	13		
Demolition	13		
Dishonesty	26		
Dispute Resolution	36		
Documents	9		
Duty of Disclosure	8		
Earth			
Settling	12		
Shrinkage	12		
Movement of	12		
Earthquake	12,17		
Electric Motors burning out	12		
Electrical Breakdown	12		
Emergency accommodation.....	16		
Employees	32		
Equipment	10		
Erosion	12		
Excess	9,17		
Explosion	12		
Faulty Workmanship	12		
Fees			
Legal	13		
Survey	13		
Fees – Architect, Surveyor, Legal	13		
Fidelity Guarantee		26	
Fire extinguishment		15	
First notification		25	
Fixed coverings		17	
Flood		12,20	
Former member		27	
Fraud		26	
Goods and Services Tax		34	
Hearings		14	
Increased value of alteration		16	
Insects		12	
Insurer		8	
Landslide		12	
Land value		18	
Law		32	
Lawn		14	
Legal expense costs.....		24	
Liability			
Covered		21	
Not covered		21,22	
Liquid escaping		12,20	
Loss of rent			
Building		13	
Maintenance fees		15	
Mechanical Breakdown		12	
Mice		12	
Money		10	
Mortgage Discharge		13	
Occurrence		21	
Office Bearers		27	
Personal Accident – Voluntary Workers.....		30	
Personal property		15	
Pets		15	
Plants		14	
Policy			
Conditions		8,35	
Premium			
Payment		8,33	
Refund of		33	
Rats		12	
Rebuilding		17	
Reduced building size		17	
Removal costs		13	
Rent		13	
Rust		12	
Schedule		9	
Shrubs		14	
Situation		9	

Submissions	
State Governments	14
Builders' Licensing Authorities	14
Local Government Authorities	14
Subsidence	12
Sum Insured	
CPI Increase	15
Reinstatement	15
Theft	
After War	20,22
Tree Roots	12
Trees	14
Undamaged foundations	18
Undamaged property	18
Voluntary Workers	30,31
Workers' Compensation	32



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