



Residential Strata Insurance

Product Disclosure Statement
(PDS) and Policy Wording



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Product Disclosure Statement (PDS)

Introduction

This PDS is dated 22nd May 2020

This booklet has two parts, a **Product Disclosure Statement (PDS)** and a **Policy Wording**.

The PDS provides information on important issues such as privacy, how to make a complaint, who is Honan Insurance Group Pty Ltd and who are the underwriters of the policy.

The second part of the booklet is the Policy Wording. It sets out the specific terms, conditions and exclusions of the policy.

The PDS and Policy Wording contain important information, which you should read carefully before deciding to take out any insurance cover. The information in both parts is general information only and not based on your specific information or circumstances.

The Policy provides a number of covers, which may or may not be provided to you as a retail client under The Corporations Act 2001 (Cth) depending on your circumstances. Only the parts of the Policy document relevant to cover provided to you as a retail client and any other documents which we tell you are included, make up the PDS for the purposes of the Act.

This booklet is an important document, we recommend that it be kept in a safe place for future reference. Should you require any further information about this or any other product, please contact Honan Insurance Brokers.

An supplementary PDS may be issued to you from time to time, when there are changes or updates that need to be made to the PDS or Policy Wording.

Who underwrites this Policy (The “Insurers”)

The property sections of the policy (sections 1, 3 & 4) are underwritten by Allied World Assurance Company, Ltd (Australian branch) (ABN 54 163 304 907),
Address: 264 George Street, Australia Square Levels 21, Sydney, NSW 2000.

Allied World is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia. Allied World is not licensed to and is not providing financial product advice in respect to this cover.

The other sections of the policy (sections 2, 5, 6 & 7) are underwritten by Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034). AFS Licence No 466713

("BHSI") Address: Level 23, 420 George Street, Sydney NSW 2000

Both Insurers have authorised the release of this booklet. LIGO is the brand under which the product is made available.

References to Us/Our/We mean the Insurers.

Financial Claims Scheme

In the unlikely event the Insurers becomes insolvent and are unable to meet their 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 <https://www.fcs.gov.au> for more information.

Who are Honan Insurance Brokers

Honan Insurance Group Pty Ltd (AFS Licence No. 246749) trading as Honan Insurance Brokers ABN 67 005 372 396, is the binding agent and acts under a binding authority provided by the Insurers to administer and issue policies, alterations and renewals. In all aspects of arranging this policy, Honan Insurance Group Pty Ltd acts as an agent of the Insurers and not as agent for You, the strata committee or any other Insured Person.

Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006
Phone: (+613) 9947 4333 Fax: (+613) 9947 4300

About the Policy Cover

This Residential Strata policy is designed to provide insurance for Strata registered buildings. There are seven sections of insurance cover available under this Policy. Information on what is covered and what is excluded (the terms and conditions and exclusions) are shown under each of the sections. Please read the Policy Wording carefully. If You need any advice or if You are unsure whether the policy will meet Your requirements, please contact Honan Insurance Brokers.

Your duty of Disclosure

Before You enter into a general insurance contract, You have a duty under the Insurance Contracts Act 1984 to disclose to Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and the terms of the policy cover.

You have this duty until We agree to insure You. As such, in the event that any of the information You have provided to Us changes between the date of Your application and the inception date of the insurance, You must immediately let Us know.

The same duty of disclosure also applies to You if You extend, change or renew this Policy. You do not have to advise Us of the following information that:

- Reduces the risk to Us;
- Is of common knowledge;
- We know, or in the ordinary course of Our business, ought to know; or
- Where compliance with this duty is waived by Us.

If there is Non-Disclosure

If You fail to disclose the information required above, the Insurer may be entitled to reduce the claim payment or may cancel the Policy, or both. If Your non-disclosure is fraudulent, We may be entitled to treat the Policy as though it never existed.

Cooling off

If You want to cancel the Policy and receive a full refund of Your Premium, You have 21 days from the date You received the Policy Schedule to tell Us in writing. A full refund will be provided, unless You have made a claim under the Policy. You cannot exercise this right if You have made a claim under the insurance during the cooling-off period.

Claims Made Notified, and Occurrence/Discovery Policy

This is partly a claims made and notified Policy and partly an occurrence/discovery Policy. We shall cover You under:

- Section 6 Office Bearers' Liability and Section 7 Body Corporate Costs & Entity Liability if a claim is made against You or notified to Us during the period of Insurance;
- Section 1 Building and Common Contents, Section 2 Legal Liability, Section 3 Machinery Breakdown, and Section 5 Personal Accident (Voluntary Workers), for Events happening during the period of Insurance;
- Section 4 Crime Cover for crime discovered during the period of Insurance.

Section 40(3) of the Insurance Contracts Act 1984 (CT) provides that where notice is given in writing to the Insurer of facts that may give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while the Policy was in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

Honan Privacy Statement

In this Honan Privacy Statement the use of: 'We', 'Us' and 'Our' means Honan Insurance Brokers ("Honan").

We are committed to protecting Your privacy. We are bound by the obligations of the Privacy Act 1988 (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose Your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim. In order to provide the cover, administer the insurance and assess and otherwise deal with claims, We will disclose Your personal information to the relevant insurance underwriters.

We may also, in the course of providing insurance disclose personal information to the following types of organisations (some of which may be outside Australia):

- Reinsurers;
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to The Insurer in relation to the provision of insurance.

To assist Us in providing insurance services to You, We may transfer personal information overseas to the types of organisations listed above in, including without limitation to Hong Kong, Singapore or the United Kingdom.

The privacy policy contains information on how You may access personal information held by Us and how to seek correction of such information. It also provides information on how You can make a complaint against Us for a breach of the Australian Privacy Principles (APPs), or registered APP code(s), if any, that bind the Insurer.

Honan's Privacy Policy statement is readily available on Our website at www.honan.com.au/privacy-policy/

Allied World Privacy Statement

Allied World, together with its affiliates (in this section "Allied World", "We", "Us" or "Our"), are committed to protecting the privacy of Your personal information and complying with Our obligations under the Australian Privacy Principles that are set out under the Australian Privacy Act 1988.

This statement contains a summary of information relating to our collection, use, storage and disclosure of personal information. This statement also contains summarised information on how You may access Your personal information held by us and how to seek correction of such information. You may obtain a copy of Our Australian Privacy Policy from <http://www.alliedworldinsurance.com/australia> or request a copy to be sent to You by calling (02) 8015 2500

The types of personal information We may collect and hold includes, but is not limited to, name, date of birth, age, identification number, address, contact details, employment details and credit card details. Depending on the product or service You purchase or require from Us, We may also collect and hold Your sensitive information. Sensitive information may include, but is not limited to, information about Your health, genetics, biometrics, criminal convictions and memberships of any organisations.

We collect Your personal information from You or a person authorised by You to provide the information on Your behalf, to our agents or Your representatives, our service providers, other insurers and insurance related organisations, statutory and regulatory bodies, people who are involved in a claim or who assist Us in investigating or handling claims, including third parties claiming under Your policy, witnesses, health care practitioners, marketing lists, industry databases and publicly available sources. If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of this privacy statement (including Allied World's Australian Privacy Policy).

We collect, use and disclose Your personal information so that we can, among other things, provide You with insurance products and services, including considering and processing Your application; varying, cancelling or renewing Your insurance; responding to Your queries; dealing and/or processing any claims under Your policy, including settlement and to conduct necessary investigations; completing due diligence and background checks that are either required by law or regulation or have been put in place by Allied World; responding to Your queries and administering Your policy including correspondence with You; investigating fraud, misconduct or any unlawful act or omission in relation to Your policy; so that We can comply with legal obligations; for research and statistical purposes; marketing (including direct marketing) of other services provided by Us; and/or any purpose directly related to the above.

We may disclose Your personal information to third parties where necessary for the purposes listed above. Parties to whom we may disclose Your personal information include, among others, other insurers; reinsurers; intermediaries; insurance associations, federations or similar organisations; related companies; our professional advisers, such as lawyers and accountants; service providers; external claims data collectors and verifiers; parties with whom we may have an insurance scheme in place under which You purchased Your policy; parties involved in claims investigation and management; government and statutory agencies; and/or as otherwise required or allowed by law. The parties that we disclose your personal information to may be located in either Australia or overseas. The countries in which these recipients may be located will vary from time to time, but may include Bermuda, the United States of America, the United Kingdom, Ireland, Singapore, Hong Kong and other countries where Allied World operates. In most instances, the overseas parties are Allied World's related entities or external service providers engaged by Allied World who provide support to us in delivering our products and services to You.

You may ask to access the personal information we hold about You or seek correction, subject to relevant law, by contacting the Legal & Compliance Department via the contact details below. Any other enquiries or complaints in relation to Your personal information should also be made to the Legal & Compliance Department. We will contact You to acknowledge receipt of Your complaint and seek to resolve the matter promptly.

Phone: +612 8015 2500

Email: auscompliance@awac.com

Address: Allied World Assurance Company, Ltd

Level 21, Australia Square
264 George Street
Sydney, NSW 2000

BHSI Privacy Statement

BHSI, along with all companies in the Berkshire Hathaway group of insurance companies, are committed to safeguarding your privacy and the confidentiality of your personal information. BHSI, and entities acting on BHSI's behalf, only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including managing and administering any claim made by you. Without your personal information, BHSI may not be able to issue insurance cover, administer your insurance or process your claim. BHSI will only use your personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes outlined above.

We collect personal information directly from you unless you have consented to collection from someone else, it is unreasonable or impracticable for us to do so or the law permits us to. If you provide us with personal information about another person You must only do so with their consent and agree to make them aware of this Privacy Notice.

BHSI may disclose your personal information to other companies in the Berkshire Hathaway group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in New Zealand India, Malaysia, Singapore, Hong Kong, Germany, UAE, the United Kingdom and the United States of America. Where such disclosure is made, BHSI makes all reasonable efforts to ensure that the arrangements BHSI has in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

If you wish to obtain details of the personal information BHSI holds about you (including contacting BHSI to correct or update the personal information BHSI holds about you), or if you have a complaint about a breach of your privacy, please refer to BHSI's privacy policy available at <http://www.bhspecialty.com/privacy-policy.html> or contact BHSI's Privacy Officer by email to australasia.privacy.compliance@bhspecialty.com.

BHSI reserves the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if you are seeking information on another person's behalf, BHSI will require written authorisation from that individual.

Summary of Cover

The following is a summary of the major benefits of covers available under the Policy. Please refer to each Cover Section in part 2 of the **Policy Wording** for full details of cover terms, conditions and exclusions.

SECTION	TYPE OF COVER AVAILABLE	BRIEF SUMMARY	PAGE
Section 1	Building & Common Contents	Cover against physical loss or damage to Your Building and Common Contents occurring during the period of Insurance up to the sum insured.	20
Section 2	Legal Liability	Cover for claims for compensation or expenses, which You become legally liable to pay in respect of personal injury or property damage, in connection with your ownership of the property because of an occurrence happening during the period of Insurance.	32
Section 3	Machinery Breakdown	This provides cover for Your electrical, electronic and mechanical machinery and plant as a result of breakdown that occurs during the period of Insurance.	36
Section 4	Crime	Cover for the Body Corporate funds, which are lost as a result of an Event where theft, embezzlement, misappropriation, conversion or fraud is first discovered and first committed during the Period of Insurance and reported to Us during the Period of Insurance (or any applicable extended reporting period).	39
Section 5	Voluntary Workers	Following an accident causing an injury to a voluntary worker, We will pay a capital benefit payment or weekly benefit payment.	43
Section 6	Office Bearers' Liability	Cover for Your Office Bearers against Claims first made against You during the Period of Insurance for Wrongful Act(s) occurring in managing the Body Corporate affairs.	46
Section 7	Body Corporate Costs & Entity Liability	Cover for the Legal Defence Costs incurred in defending a Claim, appealing a Workplace Health & Safety decision against You, responding to a Taxation Audit and Statutory Liability costs including the payment of select fines and penalties.	50

Other issues to consider before taking out this insurance

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

Adequate Sum Insured – Building and Common Contents

Where an Event gives rise to a claim, the Building Sum Insured should be sufficient to allow for the new for old Replacement of the Property including all associated costs (e.g. the value of demolition work, removal of debris, surveying, engineering, architectural fees etc.). It is Your responsibility to ensure the selected limit is adequate to ensure no gaps in cover. A professional valuation of all insured property and land should be obtained by a certified value where possible.

No liabilities exist with the Insurers of this Policy, Allied World or Berkshire Hathaway Specialty Insurance Company (BHSI) should the nominated Sum Insured be inadequate should a Total Loss occur.

Read the following to understand your cover

The proposal completed by You has the information on which the policy terms and conditions have been issued. To understand the type and amount of cover, what can be claimed and what is excluded, the following documents should be read and understood:

- Policy wording, which tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- Policy schedule of insurance issued by Us which shows the insurance cover issued. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- Any other written changes advised by Us in writing (such as an Endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Only those Cover Sections shown as insured in the Schedule are insured, if they are not insured, no claim can be made for that cover. This document is also the PDS for any offer of renewal We may make, unless We advise You otherwise. Please keep Your policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

How to apply for insurance cover

You may need to complete an application form. We will use the information You supply to determine the terms of cover We will provide. The terms of cover are contained in this PDS and the most recent Schedule, and the Policy Wording that We issue to You.

How to renew this insurance

Before the expiry date of the policy, We will send You a notice advising whether We will offer to renew the policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct. We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

The premium shown on the policy 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.

Premiums are also subject to Commonwealth and State taxes and/or charges, including Fire Services Levy (where applicable), GST and stamp duty as well as any additional charges including fees and commissions. These amounts will be shown on Your Schedule.

The Premium payment may also be increased or decreased when changes are made to Your policy or upon renewal. Please note that the cover We provide is subject to the Premium being paid by You. We will provide a premium comparison on renewal showing the changes in State and Federal taxes and charges.

Cancellation

Subject to the cooling off period above, this policy may be cancelled by You (if Your policy permits) at any time by giving Us notice in writing of the future date the cancellation is to take effect. We may cancel this policy in accordance with the Insurance Contracts Act (Cth) 1984. Should You or We cancel Your policy, We shall retain a pro rata proportion of the Premium for the time the policy has been in force, and also deduct an administration fee.

Sanctions clause

The Insurers shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or their parent or affiliate or ultimate holding company, or reinsurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Dispute resolution

Any enquiry or complaint relating to this insurance should be referred to **Honan** in the first instance.

Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006

Phone: (+613) 9947 4333 Fax: (+613) 9947 4300 info@honan.com.au

Honan will seek to resolve any complaint or dispute in a fair, transparent and timely manner in accordance with the General Insurance Code of Practice. You may make your complaint verbally or in writing. The Honan Dispute Process involves Two Stages as outlined below.

Stage 1 –

Honan will acknowledge Your complaint within five (5) business days. Honan will seek to resolve Your complaint within fifteen (15) business days of receiving Your complaint or will agree a reasonable alternative timeframe with You. The outcome of Stage 1 will be communicated to You verbally and in writing.

Stage 2 –

If you are not satisfied with the outcome of Stage 1, you are entitled to request a Stage 2 review. The Stage 2 review will be completed by the members of Honan's internal dispute resolution panel (which includes representation from the relevant Insurers) within fifteen (15) business days of the date you advise Honan that you wish to proceed to Stage 2 or Honan will agree a reasonable alternative timeframe with You. The Stage 2 review will be completely independent of Stage 1.

For the Cover Sections insured by BHSI, please direct Your complaint in writing to:

Email: Complaints.Australia@bhsspecialty.com

Post: Berkshire Hathaway Specialty Insurance
GPO Box 650, Sydney NSW 2001

Stage 3 -

If after Stages 1 and 2, Your complaint has not been resolved to Your satisfaction, or if Honan has not resolved Your complaint within 45 calendar days of the date Honan first receives Your complaint, You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) depending on eligibility relating to Your Policy. Australian Financial Complaints Authority contact details are:

Phone: 1800 931 678

Email: info@afca.org.au

Postal Address: Australian Financial Complaints Authority – GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

You can access Honan's full complaints process at Honan.com.au/feedback-complaints/ or You can request a hard copy.

Policy Wording

Our Agreement

Subject to all of the terms and conditions contained in Your Policy document and payment of the Premium, We will provide You with the cover shown in the relevant Cover Sections of Your Policy document up to the appropriate amount shown in Your Schedule of insurance or other limits shown in Your Policy.

General Definitions applicable to all Cover Sections

The following definitions shall apply to these words when used in Your Policy (regardless of Cover Section), unless otherwise defined in the individual Cover Sections.

Act Of Terrorism

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

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

Aircraft means any vessel, craft, machine or object made or intended to fly or move in or through the atmosphere or space.

Body Corporate means the legal owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Common Area means the area at Your Location that is not part of any Lot or Unit.

Cover Section means the relevant section of this Policy referred to, and shall, at any one time, be one or all of the following, depending on the context:

Section 1 – Buildings and Common Contents

Section 2 – Legal Liability

Section 3 – Machinery Breakdown

Section 4 – Crime

Section 5 – Personal Accident (Voluntary Workers)

Section 6 – Office Bearer's Liability

Section 7 – Body Corporate Costs & Entity Liability

Depreciation means the reduction of an items value due to factors such as Wear and Tear.

Endorsement means a written alteration to the terms, conditions and limitations of this Policy , which is shown on the Schedule .

Erosion means the process of removing, dissolving, weakening or transporting soil, rocks and any other materials that support the land, buildings or Property by water, ice, wind or other natural factors. Excluding natural weathering.

Event(s) means the occurrences We have listed in sections 1 – 7 of this Policy that cause damage or loss to Your Property.

Excess means the first amount of each Claim payable by You towards the Claim. The amount of the Excess applicable is shown in the Schedule or Policy Wording .

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

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

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

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

GST means Goods and Services Tax as defined under "A New Tax System (Goods and Services Tax) Act 1999".

Indemnity Value means the cost to rebuild, replace or repair Property, whichever is lesser, to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration the age, condition and remaining useful life of said Property immediately before the Event.

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

Lease means a written and enforceable rental agreement between You or a Lot Owner/s and their tenant/s, which complies with the applicable state or territory legislation, for a term of 3 months or more.

Location means the place shown on the Schedule where the Property is physically located.

Lot/Unit means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your insured Property is situated.

Lot Owner, Lot Owners' means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying in the Location where Your insured Property is situated.

Lot Owners' Contents means (but not so as to limit the generality thereof):

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

Members means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying in the Location where Your insured Property is situated. Their interest or liability as a Lot Owner and/or occupier of a Lot/Unit is not included unless otherwise specifically provided by this Policy.

Money means irreplaceable current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, Money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines, whilst at the Location and whilst in transit to and from the Location anywhere in Australia, including whilst contained in the night safe of any bank or financial institution where You transact business, and in Your personal custody and/or persons authorised by You whilst contained in their private residences or elsewhere within the Strata complex in a duly locked safe / strong room / cabinet outside normal business hours.

Office Bearer means:

- a) Any person appointed (or previously appointed) to act as an office bearer or committee member for You in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, or similar legislation, whilst acting in that capacity;
- b) Any person invited by an Office Bearer to assist in the management or performance of Your affairs, whilst acting in that capacity;
- c) A Strata manager, director, employee or partner who is or was appointed to be a member of the committee of Your governing body, Building Management Committee or duly appointed member of a Sub Committee of Your Building(s), only to the extent that they are acting as an appointed Committee Member.

However, this does not include any person or organisation engaged by You on a fee for service basis (except for an Office Bearer who receives an honorarium).

Period of Insurance means the period we will insure You for as shown in Your Schedule.

Policy means the Cover Sections selected by You from the available Cover Sections in this booklet and as shown in Your Schedule. Your Policy includes this Policy booklet, Your Schedule, the proposal and any endorsements or alterations made, that We have agreed to.

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

Pollution means physical loss or damage arising out of the discharge, dispersal, release or escape of Pollutants into or upon any property, land, atmosphere or any watercourse or body of water (including ground water)

Premium means the amount You must pay Us for the Cover Sections You select. Your Premium is shown on the Schedule.

Property means the building and tangible Common Contents (as defined in Cover Section 1) at the Location as shown in the Schedule.

Rainwater means the rain, which falls naturally from the sky. It includes rainwater run-off over the surface of land but not Flood.

Rent means, as regards any Lot/Unit or part of Your Common Area leased to a tenant, an amount of Money calculated on the basis of the net annual rentable value (on a Net basis) that applied immediately prior to loss or damage, less deductions for Your avoided costs after the loss or damage.

Replacement means:

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

Schedule means the document, which sets out the specific details (e.g. limits of liability, Excesses) which apply to You. We give You this Schedule when You first buy this insurance and includes any endorsements, We issue to You each time You request an addition, alteration or renewal. The Schedule forms part of Your Policy.

Storm means violent atmospheric disturbance including cyclones and strong winds that may be accompanied by lightning, rain, hail, snow or sleet.

Storm Surge means an abnormal rise in the level of the sea along a coast caused by the onshore winds of a cyclone or similar low-pressure system.

Stratum or Volumetric Lot means an area or lot forming part of the Building required forming part of this insurance Policy, excluding an Lot/Unit.

Sum Insured means the maximum amount we will pay under each applicable Cover Section and is shown in Your Schedule except as otherwise provided for specifically in a Cover Section.

Temporary Accommodation means, as regards any Lot/Unit occupied by the Lot Owner, an amount of Money calculated on the basis of the annual rentable value (including any additional 'outgoings' that would have been payable by a tenant or lessee) that would have applied immediately prior to the happening of loss or damage.

Tsunami means a long and/or high sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Territorial Limits means the Commonwealth of Australia.

Unit Owner means a person, persons or entity registered as a proprietor or owner of an estate in a Unit in terms Strata Schemes Management Act, Strata Titles Act, Community Titles Act, or similar legislation applying in Your property's Location.

Vehicle means any type of machine on wheels or self-laid tracks, except unregistered lawn mowers, made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer. Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft means any vessel, craft, machine or object made or intended to be used on, in or under water.

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

We, Our, Us, Insurer means Allied World Assurance Company Ltd & Berkshire Hathaway Speciality Insurance Company

You, Your, Yours means the Body Corporate, Strata Corporation, Community Title, Owners Corporation, Plan or Corporation named in the Schedule.

In addition to **You, Your, Yours**, the definition is extended to include the below:

In respect of Section 1:

The declared Lot Owners/Unit Owner in respect to **Additional Benefits within the Sum Insured- 10, Additional Benefits above the Sum Insured** 16 - A, B, D, E, F, G and Optional Extensions of Cover 2 and 3

In respect of Section 2:

Members of a Body Corporate, Strata Corporation, Community Title, Owners Corporation, Plan or Corporation named in the Schedule, Voluntary Worker and Officer Bearer

In respect of Section 5:

Voluntary Worker

In respect of Section 6:

Office Bearer

General Exclusions applicable to all Cover Sections

These general exclusions apply to all Cover Sections within the Policy. However, each Cover Section also has specific exclusions to the cover offered under that Cover Section and those exclusions should be read in addition to the ones below.

None of the Cover Sections provides cover for loss, damage, destruction, injury or liability directly or indirectly caused by, arising from or because of, directly or indirectly from:

1. flood
2. an intentional act by You or a person acting with Your consent;
3. any Act of Terrorism or any action taken in controlling, preventing, suppressing, investigation or in any way relating to any Act of Terrorism;
4. the presence of asbestos or asbestos products or asbestos contained in any products;
5. silica or silica products or silica contained in any products;
6. from any:
 - i. non-compliant building material as determined by the relevant local regulatory authority; or
 - ii. external water ingress, mould, fungi, mildew, rot, decay, gradual deterioration, micro-organism, bacteria, protozoa or like forms; or
7. fire safety, fire performance, or combustibility profile, status or characteristics of materials, products or systems of any kind whatsoever used for
 - i. cladding,
 - ii. glazing, or
 - iii. insulating any Building or structure (including any material used for signage, whether illuminated or not); or
 - iv. internal fire-stopping, fire-resistant or fire-retardant barriers, or doors; or
 - v. fire protection systems of any kind whatsoever (including any fire or pressurisation ductwork) for any Building or structure
8. methamphetamine or pseudohidrine or its derivatives, however you are covered for methamphetamine contamination damage to Your Building or Common Contents that first occurs and that You discover, during the Period of Insurance, subject to the following conditions:
 - i. There is no cover for any contamination damage where any contamination existed or occurred prior to the current Period of Insurance.
 - ii. The maximum amount We will pay for all claims under all sections for this Additional Benefit in any one Period of Insurance shall not exceed \$5,000 and shall fall within the Sum Insured.
9. the lawful seizure, confiscation, nationalisation or requisition of the Property;
10. destruction of, or damage to, Property by or under the order of any government or public or local authority, unless required to reduce further destruction or damage to the Property;
11. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war or unrest, rebellion, revolution, insurrection, military or usurped power, looting, sacking or pillage following any of these;
12. the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel or action of nuclear fission;
13. loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to a computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss;
14. cyber event, including denial of access, hacking, phishing or the like;
15. loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

Cyber Clarification

Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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

- b) However, in the Event that a peril listed below results from any of the matters described in paragraph above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to Property insured by this Policy directly caused by such listed peril.

Listed Perils

- Fire
- Explosion
- Lightning
- Windstorm
- Cyclone
- Earthquake

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

General Terms and Conditions applicable to all Cover Sections

These terms and conditions apply to all Cover Sections within the Policy unless specified. In addition, each Cover Section may have specific terms and conditions to the cover offered under that Cover Section and those terms and conditions should be read in addition to the ones below.

Breach of Condition

We may refuse to pay a claim if You are in breach of any of the conditions of this Policy.

Premium Payment Warranty

The Premium is due on the date set out in the Schedule or 60 days after inception of the Policy, whichever is earlier (the "due date").

If You fail to pay the Premium before the due date or if the payment method is dishonoured and therefore We have not received the payment by the due date, we will have the right to cancel the Policy. Unless we tell the Insured, any payment reminder We send does not change the expiry of the cover or the due date of the Premium.

Cancellation

You may cancel this Policy at any time by notifying Us in writing. If You or We, and prior to the cancellation being notified cancel this Policy, You have notified to Us a claim under the Policy, then:

- a) You will not be entitled to a refund of any Premium reflecting that proportion of the unexpired Period of Insurance; and
- b) You will remain liable to pay any installments of Premium due under this Policy for the remainder of the Period of Insurance.

We may only cancel this Policy in accordance with the provisions of the Insurance Contracts Act 1984.

Cooling off period

If You want to cancel the Policy and receive a full refund of the Premium You have 21 days from the date You received the Policy Schedule to tell Us in writing. A full refund will be provided, unless You have made a claim under the Policy.

You cannot exercise this right if You have made a claim under the insurance during the cooling-off period.

Care and Maintenance

You must take all reasonable care and precautions to prevent or minimise loss, damage, injury, illness or liability including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property. Should any damage have occurred prior to commencement of the insurance and such damage has not been repaired or made good, We shall not be liable for such damage or any consequential loss, destruction or damage. Your Officer Bearer (as defined in Cover Section 6) must use due diligence and act at all times to avoid or diminish any claim.

Changes and Alteration of Risk

You must tell Us as soon as possible, if circumstances occur or if changes or alterations are intended or made which increase the risk of loss, damage, injury or liability.

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

Claims Procedures

On the happening of any occurrence or Event, which may give rise to a claim, discovery of a crime, or claim made against You, You must:

- a) Take all reasonable precautions to prevent further loss, damage or liability;
- b) Notify the Police immediately if any of Your Property is lost, stolen, or maliciously or intentionally damaged;
- c) Notify Us in writing as soon as possible, but if claiming under Cover Section 6 notification must be during the Period of Insurance;
- d) Supply Us with all information We require to investigate, settle or defend the claim;
- e) Not arrange Replacement of any Property or remove such Property in connection with any claim without Our prior written consent;
- f) Not admit liability if an incident occurs which is likely to result in someone claiming against You and for which We insure You, without Our prior written consent.
- g) We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

Report to the Police

You must:

- Immediately report to the Police any theft, attempted theft, vandalism or Malicious act, and
- give Us any incident report number they give You.

Excess

The amount We will pay for a claim will be reduced by the amount of the Excess. Some Events provided for in Your Policy are subject to an Excess. Please refer to Your Schedule for particulars of any Excesses imposed.

Insurer's liability several not joint

The liability of the Insurer under this contract is several and not joint with other insurers party to this contract. An Insurer is liable only for the Section of liability it has underwritten which is as follows:

Allied World – Sections 1, 3 and 4;

BHSI – Sections 2 and 5-7

An Insurer is not jointly liable for the section of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Other Interests

You must not transfer any interest in this Policy without Our written consent. All persons entitled to any benefit under this Policy are bound by the terms of this Policy. We insure only those interests of whom You notify Us of when We issue cover, or which are notified to Us during the currency of this Policy and which We agree to insure.

Payments in respect of Goods and Services Tax

When We make a payment to You, or on Your behalf, under this Policy for the acquisition of goods, services or other supply (or 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 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. Goods and Services Tax payments fall within the limits of the Policy, not in addition.

Proper law and Jurisdiction

- a) The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Australian law.
- b) Where an Event gives rise to a dispute under this Policy, including, but not limited to, its construction and/or validity and/or performance and/or interpretation, You will submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia.

Restricting Our right of recovery

Where another person is liable to compensate You for any loss, damage or liability, which is covered by this Policy but You have agreed not to seek recovery of any monies from that person or have agreed to limit any amount so recoverable, either before or after the occurrence of such loss, damage or liability, We will not cover You under this Policy for that loss, damage or liability to the extent that Our right of recovery has been so restricted or limited.

Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this 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 or affiliate, or ultimate holding company or reinsurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Unoccupied Property

If the Property is totally unoccupied for a period of more than 90 consecutive days, You must tell Us in writing and obtain Our written agreement for cover to continue beyond that period. If You do not do so, the cover under Your Policy is limited to damage caused solely and directly by lightning, thunderbolt, impact and earthquake during the period in excess of 90 consecutive days during which You have left the Property totally unoccupied. In all other situations there is no cover under this Policy.

The period of 90 consecutive days is calculated from the date when the Property was last occupied, regardless of the commencement or renewal of Your Policy. A deductible of \$1,000 will apply to all Claims relating to the unoccupied Lot/s only, when the Property is unoccupied for more than 90 days and where You have obtained Our prior written consent for cover to continue beyond that period.

Aggregation

If the same Event, or related Events, continue for a period of time, the event shall be deemed one Event and limited to:

- i) 72 consecutive hours as regards hurricane, cyclone, typhoon, Storm, rainstorm, hailstorm and/or tornado, not within the scope of (iii) below,
- ii) 72 consecutive hours as regards earthquake, seaquake, tidal wave, Tsunami and/or volcanic eruption,
- iii) 168 consecutive hours as regards a single named and/or identified hurricane, cyclone or typhoon,
- iv) 72 consecutive hours and within the limits of one country as regards riots, strikes, civil commotion and malicious damage,
- v) 72 consecutive hours as regards any loss or damage which includes individual loss or losses from any of the perils mentioned in (i) (except where the provisions of (iii) and (viii) apply), (ii) and (iv) above,
- vi) 168 consecutive hours for any other loss or damage of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (i), (ii) and (iv) above,
- vii) 168 consecutive hours as regards the sum total of all losses resulting from bush fires, brush fires and forest fires irrespective of origin,
- viii) 168 consecutive hours as regards flood or flood in combination with any of the perils mentioned in (i) above,

and no individual loss from whatever insured peril, which occurs outside of points (i) to (viii), shall be included in that loss or damage.

If the inception of the loss commences prior to the date of the expiration of this Policy, then We will be liable for any loss incurred after the expiration of this Policy if caused by this Event.

As regards any loss or damage referred to in (viii) above only one such period of 168 consecutive hours shall apply with respect to one catastrophe.

The Insurer may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, the Insurer may divide that catastrophe into two or more of the categories listed in (i) to (viii) above, provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insurer in that catastrophe.

Section 1 – Buildings and Common Contents

What You are insured against

We will indemnify You up to the Sum Insured shown on Your Schedule against physical loss or damage to Your Building and Common Contents arising from an Event occurring during the Period of Insurance.

Definitions specific to this Cover Section

In addition to the Definitions section of this Policy, the following additional Definitions apply to this Cover Section 1:

Building

Building means the residential building at the Location shown in the Schedule, containing the Units or Lots and common Property and includes:

1. All outbuildings, improvements and fixtures of a structural nature including fixed plant and machinery, other than Floating Floors;
2. Marinas, wharves, jetties, docks, pontoons, swimming platforms or similar type facilities (whether fixed or floating but which are at all times connected to dry land) which are used for non-commercial purposes and which do not provide fuel, distribution facilities, unless We are advised and otherwise agree in writing;
3. Services (including underground) owned by You or for which You are responsible which are in and about the buildings.
4. Paint and wallpaper in Common Areas and inside individual Units, except in New South Wales and the Australian Capital Territory
5. All hard wired or plumbed ducted air conditioners, stoves, ovens, hotplates, hot water systems, built-in cupboards and bathroom fittings.
6. Any other items defined as buildings by the relevant legislation in the State or Territory where the Building is located.

Building does not mean or include:

1. Temporary wall, ceiling or floor coverings.
2. Paint and wallpaper in individual Units, in New South Wales and the Australian Capital Territory only.
3. Window coverings, internal blinds, carpets or light fittings other than in Common Areas.
4. Air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any free standing or portable appliance.
5. Air conditioners which service an individual Lot, Stratum Lot or Volumetric Lot in Queensland Only.
6. Fixtures removable by a lessee or tenant at the end of the Lease or tenancy.
7. Property in the course of construction, erection, alteration, addition or renovation where the contract value of the work exceeds 15% of the Sum Insured or \$500,000 whichever is greater.
8. Illegal installations or construction which were not approved in accordance with applicable regulation.
9. Any other item, not defined as Building by Your relevant Strata or Body Corporate legislation, applicable in the State or Territory in which the Property exists
10. Contents of the Units or Common Contents;
11. Generators, turbines, weirs, water conveyance systems, intake structures and dams, foundations, electric cables, gearboxes, transformers (including switchgear panels and circuit breakers), transmission and distribution lines, and sub- stations;
12. Offshore property and property in course of ocean marine transit;
13. Drilling rigs, service rigs, well workover rigs and all related equipment;
14. Oil and/or gas not reduced to physical possession above the surface of the earth.

Common Contents

Common Contents means:

1. Domestic appliances, equipment, furniture and fittings for which You are responsible or for which You have assumed responsibility to insure:
 - a. In any Common Area at the Location shown in the Schedule, or
 - b. While in the Building or temporarily removed to another building for repair or service
2. Rockeries, trees, shrubs, plants and lawns owned by You or for which You are responsible at the Location

Common Contents does not mean:

1. Vehicles, Watercraft, Aircraft or their accessories
2. Personal Property owned by a Unit owner
3. Works of art, curios and antiques, except up to \$10,000 in any one Period of Insurance, and then only in respect of such items that are on display in any Common Area of the Building

Debris

Debris means:

1. The residue of damaged Buildings or Common Contents; or
2. Material deposited on the Location excluding any material which can cause Pollution or contamination and which is deposited beyond the boundaries of the Location, but subject to the Pollution and contamination exclusion.

Unit Owner's fixtures and improvements

Unit Owner's fixtures and improvements means any item or structure installed by a Unit owner for their exclusive use and which is permanently attached to or fixed to the Building so as to become legally part of it, including any improvements made to an existing fixture.

How much We will pay and how

Buildings repair, rebuild or replacement

We will pay up to the Sum Insured for physical loss or damage to Your Building arising from an Event. We will at, Our option:

1. repair, rebuild or replace the Building, whichever is less; or
2. pay the reasonable cost of repair, rebuilding or Replacement of the Building, to a condition substantially the same as but not better or more extensive than when new; or
3. pay up to the Sum Insured.

We will not sell or dispose of any salvage without giving You the opportunity to purchase it at its salvage value, but this does not allow You to abandon any Property to Us and such purchase shall be taken into account in respect of Your claim.

The work of rebuilding, replacing, repairing, restoring or reinstating the Building, as the case may be, must commence within six (6) months of the loss or damage occurring (or any other period which We agree with You), and costs must be incurred within eighteen (18) months, failing which We shall not be liable to make any payment beyond the amount which would have been payable had the delay not occurred and You may have to pay any increase in the cost.

Loss of land value

For claims for loss of Land Value under the Loss of Land Value Additional Benefit:

1. Settlement shall be made following the ruling of the authority resulting in the loss of Land Value. Should settlement have been made, however, and subsequently the ruling of the authority be changed prior to completion of the reconstruction, resulting in an increase in the Land Value, after loss or damage, that part of the claim paid in excess of the revised Land Value shall be refunded to Us; and
2. All differences relating to Your Land Value arising out of this Cover Section may by agreement between You and Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if You and We also agree, be final and who will at the same time decide as to payment of any costs of referral.

Architectural features

In the case where the Building has architectural features and structural materials of a particularly ornamental, antique, heritage or historical character, or the materials are not readily available, it is agreed that in calculating the cost which would have been incurred in reinstatement if the whole Property had been destroyed, the basis to be adopted is the cost of a similar type of building of current design and materials and of a reasonably equivalent utility and capacity. It is further noted that the Sum Insured noted in the Schedule has been based accordingly.

Common Contents repair or replacement

In the Event of a claim for Common Contents We will at Our option:

1. Repair or replace the Common Contents; or
2. Pay the reasonable cost of repair or Replacement to a condition substantially the same as but not better or more extensive than when new. The most We will pay for Common Contents is;
 - a) \$100,000 or 1% of the total sum insured, whichever is for any one loss if the Common Contents were:
 - i. At the Location stated in the Schedule, but not in the open air; or
 - ii. Temporarily removed from the Location or in transit but not while in transit to or from a furniture repository.
 - b) \$10,000 for any one loss while in the open air at the Location stated in the Schedule, but only if the Common Contents are designed to be used and kept outside.
 - c) \$10,000 landscaping and fences.

Reinstatement of Sum Insured

The Sum Insured will be automatically reinstated to the amount shown on the Schedule where an Event gives rise to a claim. Upon Our request, You will pay a pro rata additional Premium based on the amount of the claim. This automatic reinstatement does not apply:

- a) where We have or will pay a Total Loss or
- b) when We have or will pay the full Sum Insured under any cover; and it does not apply to:
 - Section 6 Office Bearers' Liability
 - Section 7 Body Corporate Costs/Entity Liability

Additional Benefits within the Sum Insured

Subject claim being accepted by Us under this Section and within the sum insured, We will also indemnify You for:

1. Emergency mitigation costs

In the case of an emergency where You are required to protect against further loss or damage to the Property, as a direct result of that emergency, and the Property is covered by Your Policy, We give You the authority to arrange these emergency mitigation costs on Our behalf. We will not pay more than \$5,000 in a Period of Insurance unless You first obtain Our written consent prior to You incurring costs in excess of this amount.

2. Floor-space ratio index

If the Building is totally destroyed or damaged and We declare it beyond economical repair, and the relevant statutory authority permits reinstatement only to a reduced floor-space ratio index, We will pay the difference between the actual cost of reinstatement to comply with the reduced floor-space ratio index, and the cost of reinstatement, had the reduced floor-space ratio index not applied.

3. Loss of land value

Up to \$500,000 or 20% of the Sum Insured in the Period of Insurance, whichever is the lesser, for the difference in Land Value as a result of the requirements of any Public or Statutory Authority not allowing rebuilding or allowing only partial rebuilding of Your Building and Common Contents at the Location where there has been loss or damage accepted under this section.

We calculate this amount by subtracting the sum of the Land Value after the Event and assuming the Replacement, repair of the Building, plus the amount of any compensation paid to You by the authority, from the Land Value immediately before the loss or damage occurred.

4. Removal of debris and demolition of property

For costs and expenses necessarily and reasonably incurred for the purpose of:

- a) The removal of debris or the demolition, dismantling, temporary shoring up, propping, underpinning or other temporary repairs following loss or damage to the Property, but not in connection with a contractual liability or liability for Pollution of any kind;
- b) The demolition and removal of any Property belonging to You which is no longer useful for the purpose it was intended, provided such demolition and removal is necessary for the purpose of the reinstatement or Replacement of the Property and is following loss or damage but not in connection with a contractual liability or liability for Pollution of any kind.

For this benefit will pay up to 10% of the Sum Insured for the Period of Insurance.

5. Extra cost of reinstatement

The additional costs incurred by You for Your damaged Building to comply with the requirements of any lawful authority that are imposed after the damage and unforeseen by You.

Provided that We will not pay for any costs that were imposed upon You by a lawful authority complying with Statutory Regulations that applied to the Property or Location prior to the damage. For this benefit will pay up to 10% of the Sum Insured for the Period of Insurance.

6. Fusion

For the reasonable cost of repairing or replacing electric motors up which are damaged by Fusion, where Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current. For this benefit will pay up to \$10,000 for the Period of Insurance.

However, We will not pay for:

- a) The repair or Replacement of a sealed or semi-sealed refrigeration unit after 20 years from the date of manufacture of the unit; or
- b) Motors with an output in excess of five (5) kilowatts (kW)
- c) Motors under a guarantee or warranty or maintenance agreement
- d) Loss or damage to lighting or heating element, fuses or protective devices; or
- e) Loss or damage to electrical contacts at which sparking, or arcing occurs in ordinary working

7. Exploratory costs

We will pay per Event, the reasonable costs of exploratory work You necessarily incur to locate the source of any:

- a) Bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- b) Bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- c) Leakage of oil from any fixed oil installation, including tanks, apparatus and pipes; which is subject to a sub limit of \$1,000.

We will also pay per Event:

- i. The reasonable costs incurred in repairing any damage caused to Your Building or Common Contents by such exploratory work subject to a sub limit of \$1,000;
- ii. for the repair or Replacement of the defective part or parts of such tanks, apparatus, pipes or other installations which is the cause of the bursting, leaking, discharging or overflowing tanks, apparatus, pipes or other installation; and
- iii. to rectify contamination damage or Pollution damage to land at the Location caused by the escape of liquid from such tanks, apparatus, pipes or other installation.

We will only pay the above costs if the cause of the bursting, leaking, discharging or overflowing is not excluded under this Cover Section.

8. Approved claim preparation costs

We will pay up to \$30,000 for reasonable professional fees and such other expenses incurred by You for the preparation of a claim under this Cover Section per Event .

Provided that before You incur these claims preparation costs You obtain Our prior written approval to incur these costs.

9. Locks and Keys

If during the Period of Insurance keys used for the Property are accidentally lost or stolen, We will pay the cost incurred to replace these keys and other costs that are necessarily incurred to restore the security of the Property to the same level of security that existed prior to the loss of these keys.

Provided that the maximum amount that We will pay is limited to \$5,000 in total, for any one Event.

10. Money

For loss of Money, to a limit of \$10,000 any one Event, whilst in the personal custody of an Office Bearer or committee member of the Body Corporate, but excluding fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a) Any person in Your employment;
- b) A Unit Owner or a proxy of a Unit Owner or any member of his/her family residing permanently with him/her;
- c) A duly appointed strata manager acting on behalf of the Body Corporate.

Any such claims must be reported to the police immediately and supported by a police report and evidence of loss.

11. Excess public utilities charges

We will pay up to \$5,000 per Event for additional electricity, gas, sewerage, water and management charges You are required to pay as a direct result of a loss or damage to the Building or Common Contents covered by this Cover Section.

12. Government fees, contributions or imposts

We will pay additional fees, contributions or imposts required to be paid to any public or statutory authority to obtain their approval to rebuild, repair or replace the Property as a result of covered physical loss or damage. For this benefit will pay up to \$50,000 for the Period of Insurance.

13. Professional fees and costs

Reasonable and necessary architects', surveyors', and consulting engineers' fees and costs, including all incidental costs, bank imposed charges, legal and other fees and clerk of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily and reasonably incurred in the process of replacement or reinstatement following loss or damage to the Property but not the costs, fees and salaries for preparing any claim made under this Policy or any other Policy but only where they are incurred with our prior written consent. For this benefit will pay up to 10% of the Sum Insured for the Period of Insurance.

14. Legal fees

We will pay legal fees necessarily and reasonably incurred in making submissions and/or applications to any public or statutory authority, builders licensing board or Land and Environment Court as a result of covered physical loss or damage to the Property but only where they are incurred with our prior written consent. For this benefit will pay up to 10% of the Sum Insured for the Period of Insurance.

15. Emergency services access

We will pay the reasonable costs for physical loss or damage to the Property caused by emergency services or others acting under their direction in gaining access to the Property in the lawful pursuit of their duty. For this benefit will pay up to \$50,000 for the Period of Insurance.

Additional Benefits above the Sum Insured

We will pay the following Additional Benefits over and above the Sum Insured for a claim accepted by Us and under Cover Section 1 of the Policy.

16. Loss of Rent, Temporary Accommodation, Rerletting Costs**a. Loss of rent**

We will pay You for loss of rent (on a net basis, less deductions for Your avoided costs after the loss or damage) where the Unit is leased out to a third party as evidenced by a signed Lease or You can provide evidence by means of a signed Lease that it would have been leased to a third party, after:

- i. an insured loss or damage:
 - Renders a Unit or Units unfit to be occupied for its or their intended purpose; or
 - To the Property in the immediate vicinity prevents reasonable access to Your Building; or
- ii. It is unable to be occupied.

The basis of Our calculation will be the annual rent as per the Lease in place at the time of loss.

We do not pay for:

- i. Any loss of rent after the Unit is or would be fit again to be occupied for its intended purpose (whether or not the repairs have been undertaken by You) or, in the case of being unable to be occupied, after the services are restored or when any lawful order prohibiting occupation is revoked; or
- ii. Any loss of rent for all Units in the aggregate in excess of 15% of the Sum Insured in any one Period of Insurance.

b. Temporary costs and accommodation

Where an Event gives rise to insured loss or damage rendering Your Building or any Unit or Units unfit to be occupied for its or their intended purpose, or if Your Building or any Unit or Units are unable to be occupied, We will pay:

- a) All maintenance fees and levies applicable to the Unit(s) payable to You up to a maximum of \$2,000 per Unit in any one Period of Insurance.
- b) For the boarding out of pets normally domiciled at the premises being owned by the Unit owner's up to a maximum of \$1,000 per Unit in any one Period of Insurance.
- c) The reasonable Temporary Accommodation costs of Your Unit owners, including:
 - a. The removal and storage of their undamaged personal property;
 - b. Returning such Property to the Location (one return from one location per Unit in any one Period of Insurance); and
 - c. Insuring such Property during its removal, storage for up to 6 months and return, up to an aggregate amount of 15% of the Sum Insured in any one Period of Insurance no matter how many Units are affected, and until Your Building, Unit or Units are fit again to be occupied for its or their intended purpose or, in the case of being unable to be occupied, when the services are restored or when any lawful order prohibiting occupation is revoked.

c. Temporary protection

For costs and expenses necessarily and reasonably incurred for the purpose of the temporary protection and safety, including removing and storage for up to 12 months, if required, of the Property pending repair or Replacement following loss or damage, subject to maximum sub limit of \$5,000 in any one Period of Insurance no matter how many Units are affected.

d. Reletting costs

We will pay Your reasonable reletting costs up to a maximum of \$1,500 per Unit in any one Period of Insurance, if an insured loss or damage renders a leased out Unit unfit to be occupied for its intended purpose and the tenant who has had to vacate the Unit gives notice that they will not be reoccupying it. But only where such costs are incurred within 3 months of an Event.

e. Failure of Supply of Services

If a Unit or Common Area is unfit to be occupied for its intended purpose due to the failure of electricity, gas, water or sewerage services, directly and solely resulting from loss or damage to Property belonging to or under the control of the supplier of such services, for a period of more than forty eight (48) hours, We will pay for:

- The costs of Temporary Accommodation You reasonably incur
- The actual Rent You lose

We will pay from the time the services cease until the time they are reinstated, or up to a period of 30 days, whichever is the lesser. Subject to maximum sub limit of \$5,000 per Unit, in any one Period of Insurance.

f. Murder or Suicide

If access to a Unit or Common Area is restricted by order of the police, a public or statutory authority or other body, entity or person so empowered by law, due to murder or suicide, We will pay from the time the access is restricted until such time as it is permitted, or up to a period of 30 days, whichever is the lesser, for:

- The costs of Temporary Accommodation You reasonably incur
- The actual Rent You lose, subject to maximum sub limit of \$5,000 per Unit in any one Period of Insurance.

g. Travel Costs

Where an Event gives rise to insured loss or damage rendering a Unit unfit to be occupied for its intended purpose, We will pay reasonable travel costs incurred with Our prior written consent that are necessary for You to visit the Unit for the purpose of consulting with claims adjusters and/or building repairers, up to a maximum of \$250 per Unit in any one Period of Insurance.

h. Meeting room hire

We will pay up to \$5,000 in any one Period of Insurance for the cost to hire temporary meeting room facilities for the purpose of holding annual general meetings or committee meetings where an Event gives rise to physical loss or damage to Your designated meeting room. We will only pay for meetings held during the period of time that is reasonably necessary for repairs to be carried out and access to be re-established.

The maximum We will pay for Additional Benefit 1. Loss of Rent, Temporary Accommodation, Reletting Costs - a-h - arising out from an Event covered under Section 1, in the aggregate in any one Period of Insurance will be 15% of the Sum Insured or any other amount shown in the Policy Schedule, whichever is lesser.

17. Fallen Trees

We will pay up to \$2,000 in any one Period of Insurance, for the removal and disposal of fallen trees or limbs, including the costs of treating the stump to prevent regrowth if a claim for impact loss or damage to Your Building or Common Contents is accepted by Us.

18. Fire Extinguishing

We will pay up to \$5,000 in any one Period of Insurance, for costs and expenses necessarily and reasonably incurred for the purpose of:

- a) Extinguishing fire at, or in the vicinity of, the Property or threatening to involve the Property;
- b) Preventing or diminishing imminent damage to the Property by any other peril insured against by this Policy, including damage to gain access and the cost of replenishment of firefighting equipment, including replacing used sprinkler heads; and
- c) Shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines.

19. Resetting fire and security systems

We will pay up to \$3,000 per Event no matter how many Units are affected, for costs and expenses necessarily and reasonably incurred for the purpose of resetting fire, smoke and security alarm systems following insured loss or damage.

20. Water removal from car park / basement

We will pay up to \$5,000 in any one Period of Insurance for the reasonable costs You necessarily incur in removing water from the car park or basement of the Property, after such inundation is directly caused by a Storm or Rainwater.

21. Rewriting Your records

For reasonable costs up to \$50,000 in any one Period of Insurance for the rewriting or reconstruction of Your records and books of accounts following their loss or damage which first occurs during the Policy period. This will include replacement of Your title deeds, including any Unit Owner's title deeds held in trust by the Body Corporate.

22. Modification expenses

If a Unit Owner is diagnosed as being paraplegic or quadriplegic within 12 months of the Event as a direct result of an insured Event occurring at the Location, We will pay up to \$25,000 for the cost incurred by You in modifying Your Building to cater for the needs of the Unit Owner per Event, per Unit.

23. Arson reward

Where an Event gives rise to loss or damage, We will pay a reward up to \$10,000 per Period of Insurance for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage in connection with that Event covered by the Cover Section. We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

24. Mortgage discharge

We will pay up to \$5,000 in any one Period of Insurance to discharge any mortgage over Your Building if it becomes a total loss and is not being replaced and We have paid the amount due under this Cover Section.

25. Purchaser's interest

We will cover a purchaser's legal interest in Your Building and Common Contents, subject to the Section 1 terms and conditions, when the purchaser has signed an unconditional agreement to buy all of or part of the Property, and a valid contract existed during the time of loss subject to a sub limit of \$5,000 in any one Period of Insurance.

26. Funeral expenses

We will pay up to \$5,000 in any one Period of Insurance, per Unit for the funeral costs for any Unit Owner or member of a Unit Owner's family permanently residing in the Unit, where death occurs as a direct result of loss or destruction of or damage to Your insured Property.

The maximum We will pay for Additional Benefit 2-11, arising out from an Event covered under Section 1, in the aggregate for the Period of Insurance will be 15% of the sum insured or \$500,000 whichever is lesser.

27. Unit Owner's Fixtures and Improvements

Where an Event gives rise to loss or damage, where Your Sum Insured has been exhausted, We will include the Unit Owner's fixtures and improvements to which at Our option, either repair, replace or pay the amount it would cost to repair or replace, whichever is less. We will pay the cost of Replacement at the time of Replacement subject to:

- a) the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b) if You caused unreasonable delays in commencing or carrying out replacement or repair, We will not pay any extra costs that result from that delay;
- c) where material used in the original construction are not readily available, We will use the nearest equivalent available;
- d) when We wish to repair or replace and You do not want this to occur, We will only pay the Indemnity Value.

The maximum amount that We will pay in the aggregate for the Period of Insurance will be 10% of the sum insured. We will not pay for the cost to:

- i. replace undamaged Unit Owner's Fixtures and Improvements; or
- ii. replace or repair illegal installations

We will pay up to the amount shown on the Schedule for Unit Owners Fixtures and Improvements.

Optional Extensions of Cover

1. Catastrophe cover

If Your Property suffers loss or damage which is covered by this Cover Section and We declare it beyond economical repair and that loss or damage was caused by:

- a) An Event which causes damage leading to the declaration by the relevant authority of a state of emergency or natural disaster at the Location; or
- b) Another Event which occurs not later than sixty (60) days after such declaration, provided the Property has been continuously insured with Us for that period,

We will:

- i. Increase the Sum Insured on the Property and all other Additional Benefits in this Cover Section as per the Schedule if the Property is rebuilt; and
- ii. Include, as an Additional Benefit within the increased Sum Insured, cover for the costs that Your Unit Owners necessarily incur to evacuate from the Building to a place of safety following an order to evacuate the Building issued by the police, a public or statutory authority or other body, entity or person so empowered by law and to return from the place of evacuation to the Building once it is fit again to be occupied, where such costs are not otherwise compensated by any public or statutory authority.

In all other respects, the normal terms and conditions of this Policy apply.

This optional extension of cover only applies:

- a) When indicated on Your Schedule; and
- b) To loss or damage which is otherwise covered by the Cover Section.

2. Internal Paint & Wallpaper within Lot Owners Lots (NSW & ACT Only)

Where Your applicable Strata Act excludes paint and wallpaper within Lot Owners Lots from the definition of Building, and this optional cover is specified in Your Policy Schedule as included, We will cover paint and wallpaper as if they were Building.

3. Lot Owner's Floating Floorboards

Where You have included this Optional Benefit, and it is specified in Your Policy Schedule as included, We will cover Lot Owners Floating Floorboards as if they were Building.

Exclusions of Cover

We do not insure You against loss or damage caused by, directly or indirectly:

1. An animal kept by You or anyone living at, or visiting the Location. Unless in a medical/support capacity, such as a seeing-eye, assistance dog or similar.
2. Water or rain to the exterior of the Building, unless by a sudden and unforeseen Event.
3. Water seeping or percolating through walls, wall cavities, roofs or floors or by water entering as a result of structural defects, faulty design, any gradual process or faulty workmanship in the Building or water entering through an opening made for the purpose of alterations, additions, renovations or repairs.
 - a. Exclusion 3. will not apply to any subsequent damage to Your Building or Common Contents if You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the structural defect, faulty design, any gradual process or faulty workmanship
4. Hydrostatic pressure, popping or the accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles or pavers.
5. Flood
6. From any internal or external insulation system, cladding, waterproofing membrane, wall panelling or substantially similar material.
7. Erosion, subsidence, earth movement or collapse resulting from the action of the sea, high water, Storm Surge or tidal wave.
 - a. Exclusion 9 will not apply to any damage to Your Building or Common Contents if caused by an earthquake or Tsunami. An earthquake Excess of \$200 applies for each claim or series of claims during a period of 72 hours. Each earthquake Event is measured over a 72 hour period from when the first earthquake starts. Another Event will occur if earthquake activity continues past the first 72 hour period which means You will be required to pay another Excess
8. Normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration.
9. The removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair.
10. Birds, moths, termites or other insects, vermin or wildlife, rust or oxidation, mildew, mould, fungus, contamination or Pollution, wet or dry rot, corrosion, change of colour, algae, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent or latent defect, change in texture or finish, loss of weight or flavour, action of the light, smut or smoke from industrial operations, the process of cleaning involving the use of chemicals, dilution or contamination of chemicals or contamination of water in a swimming pool or spa.
11. The invasion of tree or plant roots. However, if such an invasion blocks Your drainage system, this Exclusion will not apply to any subsequent damage to Your Building or Common Contents caused by the escape of water or liquids from the damaged pipes.
12. Except as provided by Exclusion 3, error or omission in design, plan, specification, failure of design, faulty material or faulty workmanship.
13. Mechanical, hydraulic, electrical or electronic breakdown (other than Fusion of an electric motor as provided for in Additional Benefits within the Sum Insured), failure, malfunction or derangement, computer virus or processing error, of any machine or electrical and/or electronic device
14. All fines, penalty, punitive, exemplary, liquidated or aggravated damages of any kind regardless of any other provisions of this Policy.
15. Loss or damage to Property undergoing construction, erection, alteration, addition or renovation where the contract value of the work exceeds 15% of the Sum Insured or \$500,000 per project (including projects for multiple units undertaken at the same time), whichever is the greater
16. Loss or damage to carpets or window applications by staining, fading or fraying, unless by a sudden and unforeseen Event.
17. Lot Owner contents.
18. Loss or damage to glass or windows by chipping, scratching or discolouration, unless the loss or damage is through the entire thickness of the glass or window.

19. Any consequential loss other than specifically covered by this Policy.

20. Wear and tear, fading, chipping, scratching or marring, rust, gradual corrosion or gradual deterioration or concrete or brick cancer or developing flaws, or wet or dry rot or normal upkeep or making good. However, this Exclusion will not apply to any subsequent damage to Your Building or Common Contents if You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the wear and tear, gradual corrosion or gradual deterioration or developing flaws.

21. Loss or Damage to retaining walls where damage or loss of stability/strength results from, directly or indirectly, a Storm or from Rainwater.

22. Notwithstanding any other provision of this Policy, this Policy does not insure any Loss of any kind caused by or attributable to any virus, bacterium, parasite, microorganism, or any other pathogenic substance or agent of any type, nature or description ('Excluded Items'), that causes or is capable of causing physical distress, illness or disease.

This exclusion applies to any Loss incurred in investigating, testing, monitoring, abating, removing (or similar) any of the Excluded Items, or cleaning, detoxifying, disinfecting, decontaminating (or similar) the insured's premises of any of the Excluded Items.

For the purposes of this exclusion the meaning of the word 'Loss' includes but is not limited to any kind of pecuniary losses whether described as costs, expenses, fees, charges, levies or similar terms.

In addition to these Exclusions, please refer to the General Exclusions which are applicable to Your Policy.

Section 2 – Legal Liability

What You are insured against

We will indemnify You up to the Sum Insured shown on Your Schedule in respect of any claim for compensation or expenses which You become legally liable to pay in respect of:

- 1) Personal injury; or
- 2) Property damage;

in conjunction with Your ownership of the Property as a result of an occurrence happening during the Period of Insurance

Definitions specific to this Cover Section

In addition to the Definitions section of this Policy, the following additional Definitions apply to this Cover Section 2:

Personal injury

means:

- a) Bodily injury, death, sickness, disease, shock, fright, mental anguish, psychiatric or psychological disorder, mental injury or loss of consortium;
- b) False arrest, false or wrongful detention or imprisonment, malicious prosecution or humiliation;
- c) The publication or utterance of libellous or slanderous comments;
- d) Wrongful eviction or entry or other invasion of privacy; and
- e) Assault or battery not committed by You or at Your direction unless for the purpose of preventing or eliminating danger to persons or property.

Property damage

means:

- a) Physical damage to, or loss or destruction of, tangible property including any subsequent loss of use from the damage or destruction;
- b) Loss of use of tangible property, which has not been physically damaged or destroyed, provided the loss of use is as a direct result of an occurrence.

Occurrence

means:

- a) In relation to part (a) of the entire Definition of Personal Injury and the Definition of property damage, any Event, including continuous or repeated exposure to substantially the same general conditions, which causes personal injury or property damage which is neither expected nor intended by You to happen. All such Personal Injury and Property Damage arising directly or indirectly from one Event shall be deemed to be the one occurrence.
- b) In relation to parts (b) to (e) of the Definition of Personal Injury any act or series of acts of the same or similar nature, which cause Personal Injury which is neither expected nor intended by You to happen. Any such act or series of acts regardless of their frequency or the number of claimants shall be deemed to be the one Occurrence.

How much We will pay

We will pay up to the Sum Insured for all compensation or expenses in relation to any one Occurrence.

Additional Benefits

We agree to extend cover in accordance with the following, subject to the Terms and Conditions and Exclusions of this Policy, unless expressly stated otherwise. No Additional Benefit (other than 'Payments in addition to the sum insured') increases the Sum Insured, unless expressly stated otherwise.

Defence costs and court attendance costs

We will pay, in addition to the Sum Insured:

- a) Reasonable and necessary legal costs and expenses (including the costs of representation at any coronial hearing or other official investigation into the circumstances) incurred by You and approved by Us in the defence or settlement of any claim; and
- b) Compensation of \$250 to an Office Bearer for each day that the Office Bearer attends court as a witness, at Our request, in connection with a claim under this Cover Section.

Recreational activities

This Cover Section is extended to cover Your liability for Personal Injury or Property Damage as a result of an Occurrence arising from social or recreational activities arranged for and on behalf of Unit owners and occupiers of Units happening during the Period of Insurance. For the purposes of this Additional Benefit, 'Your liability' will also mean the liability of the individuals organising the activities, with respect to claims arising from their duties connected with such activity.

Cover For Others

Provided that they observe, fulfil and are subject to the Terms and Conditions and Exclusions of this Policy, We will also cover, as though they were You, any Office Bearer or employee of the Body Corporate, but only for liability incurred by them while acting within the scope of their duties in such capacity but then only to the extent of the cover provided by this Section of the Policy.

Exclusions

We will not cover or indemnify You in respect of any claim or liability arising out of or in respect of;

Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Building alterations

Any liability arising directly or indirectly out of or in connection with the construction, erection, alteration, addition, renovation or demolition of a building by You or on Your behalf where the contract value of the work exceeds \$500,000.

Business or profession

The conduct of any business or profession other than the ownership of the Property.

Communicable Diseases

Any contract, warranty or agreement requiring You to be liable for Personal Injury or Property Damage except to the extent that the liability:

1. Notwithstanding any other provision of this policy to the contrary, any bodily injury, property damage, personal and advertising injury or any other loss, cost, defence fee, expense, injury, damage, claim, dispute or suit in whole or in part arising out of, directly or indirectly resulting from or in any way related to any actual or alleged transmission of a Communicable Disease.
2. 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 for, test for, or in any other way respond to:
 - a) a Communicable Disease; or
 - b) any property insured hereunder that is affected by such Communicable Disease.
3. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease;
 - b) Testing for a Communicable Disease;
 - c) Failure to prevent the spread of the Communicable Disease; or
 - d) Failure to report the Communicable Disease to authorities.
4. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten damage to human health or human welfare.

Contractual liabilities

Any contract, warranty or agreement requiring You to be liable for Personal Injury or Property Damage except to the extent that the liability:

- a) Would have been implied by law in the absence of contract, warranty or agreement;
- b) Arises from a provision in a contract for ease of real or personal property; or
- c) Arises from a provision in a managing agreement with the company, person or firm appointed as Your strata management agent, other than where liability arises out of:
 - i. Any act of negligence on the part of such strata management agent; or
 - ii. Their default in performing their obligations under such agreement.

Employer's liability

Personal injury to any person:

- a) Arising out of, or in the course of, their employment with You; or
- b) Employed by You where such claims arise from a liability imposed by the provisions of any workers compensation legislation, an industrial award or agreement or determination.

Fines and penalties

Any liability for fines, penalties, punitive, exemplary, liquidated or aggravated damages of any kind regardless of any other provisions of this Policy.

Goods sold

Any liability caused by the nature, condition or quality of goods (which includes containers) sold or supplied by You.

Libel or Slander

Any liability arising as a result of libel or slander made by You or at Your direction with Your knowledge of its falsity.

Pollution

Any liability caused by or arising out of Pollution.

However, this Exclusion shall not apply where the liability arises from a sudden, identifiable Event which takes place in its entirety at a specific time and place and the maximum We will pay, inclusive of all costs and in the aggregate, in respect of such liability is the sum insured.

Professional indemnity

Any liability arising out of any breach of the duty owed in a professional capacity by You or persons for whose breaches of such duty You may be legally liable.

However, this Exclusion shall not apply to the rendering of or the failure to render first aid at the Location.

Property owned by You or in Your physical or legal custody or control

Property damage to property owned by You or in Your physical or legal custody or control.

Territorial limits

Any actions or claims against You instituted outside of the Territorial limits of this Policy. Vibration / Removal of support.

Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, control, maintenance or use by You of any Vehicle which is:

- a) Registered; or
- b) Required to be registered by law; or
- c) Wholly or partly insured by You or on Your behalf by or under any legislation including any compulsory statutory insurance or accident compensation scheme, or would have been, but for the failure to register the Vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme.

Exclusion (c) does not apply to Personal Injury or Property Damage caused by or arising:

- i. From the delivery or collection of goods to or from any Vehicle which is beyond the limits of any public road i.e. off a public road; or
- ii. Out of the loading or unloading of, or the delivery or collection of, goods to or from any Vehicle used in work undertaken by You or on Your behalf but not in Your physical or legal control.

Vibration / Removal of support

Any liability arising directly or indirectly from vibration, removal or the weakening or interference with support to land, buildings or other property.

Watercraft and Aircraft

Any liability caused by or arising directly or indirectly out of or in connection with the ownership, custody, use or operation of any Watercraft, Aircraft or Aircraft landing strip and all operations necessary and incidental to such craft.

Section 3 – Machinery Breakdown

What You are insured against

We agree to indemnify You up to the Sum Insured shown on Your Schedule against breakdown of Your machinery occurring during the Period of Insurance.

Definitions specific to this Cover Section

Breakdown

means sudden and unforeseen physical damage which requires immediate repair or Replacement to enable normal operation to continue.

Machinery

means:

- a) Lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement; and
- b) All other electrical machinery, mechanical machinery, boilers and pressure vessels.

Material Defect

means any physical imperfection, which impairs worth or usefulness.

How much We will pay

We will pay up to the Sum Insured for the cost of repairing or, at Our option, replacing:

1. Machinery that is damaged as a result of breakdown; and
2. Property belonging to You or to Property for which You are responsible that is damaged by flying fragments from machinery,

Provided that the damage to the machinery occurs during the Period of Insurance.

Additional Benefits

We will pay the following Additional Benefits when the Sum Insured is not otherwise expended in respect of any one Event.

Increased Costs

We will pay the following reasonable expenses following a breakdown:

- a) Temporary repairs;
- b) Overtime and express freight; and
- c) Hiring of temporary plant.

We will not pay for

- i. Expenses for overseas specialists or consultants to carry out or supervise repairs;
- ii. Air freight by Aircraft specifically chartered for the purpose;
- iii. Overtime charges greater than fifty percent (50%) of the cost of carrying out the repairs at ordinary rates; or
- iv. Any repairs or replacement of hired or loaned plant.

Insulating Oil Refrigerant Cost

We will pay for the cost of liquids or refrigerant gas for air conditioning or refrigeration units following a breakdown. We will also pay the cost of insulating oil from transformers or capacitors, subject to the Sum Insured .

Special Terms and Conditions

- 1) This Cover Section only applies after You have fulfilled all relevant provisions for installation and certification of the machinery and it must be in sound working order without any material defects.
- 2) Where components or manufacturer's specifications are no longer available because they are obsolete, We may choose to either:
 - i. Pay the costs which would have been incurred if the components or manufacturer's specification had still been available; or
 - ii. Pay the actual value of the item immediately before the breakdown occurred, whichever is the lesser during the Period of Insurance.

Exclusions

We will not pay for:

- 1) Damage caused by fair wear and tear. This means the wasting or wearing out of any part of Machinery due to natural, ordinary use or gradual deterioration including (but not limited to):
 - a. Corrosion, rust, boiler scale or oxidation, fatigue fractured pipes or damage due to cavitation;
 - b. Tightening of loose components, recalibration or adjustments, other than as a result of the Breakdown;
 - c. Slowly developing deformation, distortion or cracking; or
 - d. Any crack, blister, flaw or grooving which has not penetrated the entire thickness of the machinery's material although repair or Replacement may be necessary at some time in the future.
- 2) Damage caused by a deliberate act ordered or carried out by You or by any person acting with Your permission, except when it is to avoid or reduce breakdown which would otherwise happen.
- 3) Damage caused by theft or any attempted theft.
- 4) Damage caused by testing (involving the imposition of abnormal conditions), intentional overloading or experiments of any kind, unless agreed by Us and noted on the Schedule.
- 5) Consequential loss of any kind.
- 6) Damage to expendable or consumable parts, such as:
 - a. Seals, gaskets, joints, belts, ropes, wires, chains, links, felts, sieves, fabrics, joining's or packing's, unless damaged as a result of the Breakdown;
 - b. Electric heating elements, electric contacts, fuses, filaments, glass, porcelain or ceramic components other than when used as electrical insulation;
 - c. Cutting edges, tyres, rails, wear plates, dies, engraved cylinders, moulds, patterns, exchangeable tools; or
 - d. Concrete, brickwork or refractories, unless damaged as a result of the Breakdown.
- 7) Excluded plant, which is:
 - a. Electronic apparatus other than control equipment associated exclusively with and forming part of the Machinery. This Exclusion does not apply if the apparatus is specifically listed on the Schedule;
 - b. Lighting equipment, reticulating electrical wiring and sub distribution switchboards, reticulating liquid and gas piping, ducting;
 - c. Storage tanks, vats or vessels containing explosive gases, unless required to be registered by a Statutory Authority as a registered pressure vessel;
 - d. Mobile Machinery unless specifically listed on the Schedule; or
 - e. Coin/card operated machines.
 - f. Generators, turbines, weirs, water conveyance systems, intake structures and dams, foundations, electric cables, gearboxes, transformers (including switchgear panels and circuit breakers), transmission and distribution lines, and sub- stations;
 - g. Offshore property and property in course of ocean marine transit;
 - h. Drilling rigs, service rigs, well workover rigs and all related equipment;

- 8) The cost of removing or reinstalling pump units from bores or loss or pumps units within bores, unless listed on the Schedule.
- 9) Costs due to the modification or replacement of Machinery due to any legal requirement relating to the use of refrigerant gases. This Exclusion applies regardless of whether a Breakdown has occurred.
- 10) Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
- 11) Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
- 12) Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
- 13) Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Location.
- 14) Notwithstanding any other provision of this Policy, this Policy does not insure any Loss of any kind caused by or attributable to any virus, bacterium, parasite, microorganism, or any other pathogenic substance or agent of any type, nature or description ('Excluded Items'), that causes or is capable of causing physical distress, illness or disease.
This exclusion applies to any Loss incurred in investigating, testing, monitoring, abating, removing (or similar) any of the Excluded Items, or cleaning, detoxifying, disinfecting, decontaminating (or similar) the insured's premises of any of the Excluded Items.

For the purposes of this exclusion the meaning of the word 'Loss' includes but is not limited to any kind of pecuniary losses whether described as costs, expenses, fees, charges, levies or similar terms.

In addition to these Exclusions, please refer to the General Exclusions which are applicable to Your Policy.

Section 4 – Crime

What You are insured against

We will indemnify You up to the Sum Insured show on Your Schedule for any loss which results directly from any crime which is first discovered during the Period of Insurance or any extended reporting period (subject to the conditions below) but only with respect to crimes first committed during the Period of Insurance.

Definitions specific to this Cover Section

In addition to the Definitions section of this Policy, the following additional Definitions apply to this Cover Section 4:

Counterfeit or Counterfeiting

means the intentional imitation of any currency notes or coins such that You are deceived on the basis of the quality of the imitation to believe that the imitation is the authentic original currency.

Crime

means any fraudulent or dishonest single, continuous or repeated act(s) or series of acts committed by Your employee, or Office Bearer or strata manager acting alone or in collusion with others with the intention to cause a loss to You or to obtain an improper financial gain from You.

In respect of any crime committed by any employee, or Officer who is engaged in trading or dealing in stocks, shares, equities, bonds, securities, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like, You must prove that such internal crime was committed by such person with the intention of causing You to suffer such loss or to obtain an improper financial gain for that person or for any other individual or organisation.

Discovered or Discovery

means the moment which You or any Office Bearer, not in collusion with any person(s) committing the crime, becomes aware of any fact or facts that give reasonable grounds to believe that loss has been or may be incurred even though the exact amount or details of the loss may not then be known.

Employee

means:

- a) Any natural person who is employed under a contract of service by You (which shall include the first 60 days after the cessation of such service) in the ordinary course of Your business whom You compensate by payment of salary, wages or commissions and have the right to govern and direct in the performance of such service; or
- b) Any natural person who works under Your supervision and who is subject to the same controls and procedures as the person mentioned under (a) above; or
- c) Any natural person whose identity You are unable to discover, but whose crime caused a loss under this Policy and the evidence proves beyond reasonable doubt that the loss was sustained due to a crime of a person under (a), (b) or (c) above;
- d) but excluding any external auditor, broker, factor, commission merchant, consignee, contractor, other agent, representative, or equivalent thereof.

Financial institution

means any bank including any merchant or investment bank, finance company, insurance or reinsurance company (other than a captive owned by the Insured), mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying on commodities, futures or foreign exchange trading or any other similar entity.

Financial instrument

means cheques, drafts or similar written promises, orders or directions to pay a sum of Money that are made, drawn by or drawn upon an Insured or by anyone acting or purporting to be acting as the Insured's agent.

Forgery

means:

- a) The signing by hand of another natural person's name; or
- b) The endorsing or amending by hand without authority, of any cheque, draft, promissory note or bill of exchange given or received by You with the intent to deceive in consequence of which You have acted or transferred funds or goods. Mechanically or electronically produced or reproduced signatures shall be treated as hand written signatures.

Fraudulent alteration

Fraudulent alteration means a material alteration to any financial instrument for a fraudulent or dishonest purpose by a person other than the person who was authorized to sign such financial instrument.

Improper financial gain

means any person gaining any Money or securities from You to which that person was not legally entitled to. Improper financial gain shall in no Event include salaries, bonuses, fees, commissions, promotion, emoluments or other remuneration.

Investigation costs

means all reasonable and necessary additional costs incurred by You (with Our written consent) to establish the amount of a Loss, other than remuneration payable to Your employees, partners, directors or Officer Bearers for the cost of their time and / or Your costs or overheads in connection with a loss to be paid under this Policy.

Investment activities

means the act or purported act of investing or trading in Securities, commodities, futures or foreign exchange.

Loss

means the direct financial loss of any Money or securities sustained by You during the Period of Insurance as a direct result of a Crime.

Property

means Your tangible property other than Money or Securities.

Securities

means any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing Money or Property. Securities shall not include Money or Property.

Theft

means the intentional permanent deprivation of Money or Securities.

Third party

means any other person or entity than You, or the Officer Bearer, Your employees or persons or acting in collusion with Your employees.

Voluntary exchange or Purchase

means the voluntary giving or surrendering (whether or not such giving or surrendering is induced by deception) of Money, Securities or Property in any exchange or purchase.

How much We will pay

The Sum Insured as stated the Schedule of insurance shall be Our maximum liability payable under this Policy for all loss sustained by You and first discovered during the Period of Insurance or any extended reporting period (if applicable) under this Cover Section 4.

The Sum Insured shall apply over and above the applicable deductible.

All indemnification and sub-limits provided by the extensions pursuant to the Benefits within the Sum Insured in this Cover Section 4 shall be part of, and not in addition to the Sum Insured for the Period of Insurance and the extended reporting period (if applicable) under this Cover Section 4.

Where more than one loss arises from one crime or from a series of crimes which are connected causally with another or which are by any means inter-related or inter-connected, they shall be deemed to be a single loss notwithstanding the number of Loss notifications that have been made and such single Loss shall be attributed solely to the Period of Insurance or the extended reporting period (if applicable) during which the first loss arising from such series of crimes was first discovered.

Benefits within the Sum Insured

Subject to Our liability not being increased above the Sum Insured, We will also indemnify You in respect of the following where there is cover under clause 4.1 of this Cover Section 4:

Care, Custody and Control

We shall indemnify You for the Loss of Money or Securities which is under Your control and custody and for which You are legally liable.

Court attendance costs

We agree to provide up to \$250 per day for actual loss of earnings and reasonable expenses incurred by You , or an employee in attending a civil proceeding as a witness in a claim covered by this Policy , where such attendance is legally compulsory. Our total aggregate liability during any one Period of Insurance for all court attendance costs shall not exceed \$50,000.

Extended reporting period

If this Policy upon termination is neither renewed nor replaced by any other Policy covering the same or a similar risk, You shall have the right to a single extended reporting period as stated in the Schedule and subject to payment of the additional Premium stated in the Schedule with respect to any loss first discovered during such extended reporting period and notified to Us during such extended reporting period , but only with respect to crimes committed during the Period of Insurance . This extended reporting period shall not apply in the Event of cancellation of this Policy due to the non-payment of the Premium.

The right to the single extended reporting period shall terminate unless You give written notice to Us within thirty (30) days of the effective date of the non-renewal of this Policy . Once the extended reporting period has been elected the entire Premium for the extended reporting period shall be deemed earned at its commencement.

Interest

We shall indemnify You for the amount of any interest that would have been payable on a loss covered by this Policy, calculated by applying the average base rate in force by the Reserve Bank of Australia, between the time of sustaining such loss and the date of discovery of such loss.

Exclusions specific to this Cover Section

We will not indemnify You under this Cover Section 4 in respect of any:

Communicable Disease

1). Notwithstanding any other provision of this Policy, this Policy does not insure any Loss of any kind caused by or attributable to any virus, bacterium, parasite, microorganism, or any other pathogenic substance or agent of any type, nature or description ('Excluded Items'), that causes or is capable of causing physical distress, illness or disease.

This exclusion applies to any Loss incurred in investigating, testing, monitoring, abating, removing (or similar) any of the Excluded Items, or cleaning, detoxifying, disinfecting, decontaminating (or similar) the insured's premises of any of the Excluded Items.

For the purposes of this exclusion the meaning of the word 'Loss' includes but is not limited to any kind of pecuniary losses whether described as costs, expenses, fees, charges, levies or similar terms.

Consequential loss

Consequential loss directly or indirectly arising from or in connection with any Loss, unless included and insured under Cover Section 4 'Benefits within the Sum Insured'.

Fire

Loss caused by any fire.

Fraudulent employee

Loss caused by any employee, Office Bearer or strata manager:

- a) Who You were aware had previously committed a crime before or after the date of commencement of employment by You; and
- b) Who committed or condoned a crime which caused the Loss.

Intellectual property rights and Trade secrets

Loss of or arising from the accessing of any confidential information including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods, except to the extent that any such information is used to support or facilitate the committing of a crime covered by this Policy.

Kidnap and Ransom

Loss arising from or in connection with kidnap, ransom or any threat thereof.

Prior and Pending

Loss which is directly or indirectly arising from or attributable to any facts or circumstances of which You, an employee, the strata manager or Office Bearer, were aware or of which a reasonable person in such position would have been aware, prior to the commencement of the Period of Insurance, as matters out of which a loss might arise.

Property

Crime insofar as it relates to property.

Specific documents

Loss in connection with the forgery, counterfeit or fraudulent alteration of, on or in, any account receivable, or assignments thereof, bills of lading, warehouse or trust receipts, or receipts serving a similar purpose.

Subsequent Loss

Loss sustained in consequence of any Crime occurring after the date of the Discovery of, or the reasonable cause for suspicion of, a Crime.

Territorial limits

- a) Loss suffered; or
- b) A Crime committed;

Outside of the Territorial limits of this Policy.

Trade finance and Trade loans

The full or partial non-payment of or default under any:

- a) Credit agreement, extension of credit or hire purchase agreement;
- b) Loan or transaction of the nature of a loan;
- c) Lease or rental agreement; or
- d) Invoice, account, agreement or any other evidence of debt. LIGO Insurance

Section 5 – Voluntary Workers

What You are insured against

This Section covers Accidental Death or Bodily Injury to a Voluntary Worker occurring during the Period of Insurance while engaged in Voluntary Work. Should an Insured Event set out in the Benefits (below) happen to a Voluntary Worker as the result of a Bodily Injury We will pay the benefit applicable to that Insured Event. The amount of Benefit shown applies to each Voluntary Worker.

Definitions specific to this Cover Section

In addition to the Definitions section of this Policy, the following additional Definitions apply to this Cover Section 5:

Accident

means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the Voluntary Worker, and which occurs during the Period of Insurance.

Accidental Death

means the death of a Voluntary Worker as a result of an Accident.

Bodily Injury

means an identifiable physical injury resulting solely and directly from an Accident and which occurs independently of any Sickness or any other cause, where the Bodily Injury and Accident both occur during the Period of Insurance. It does not mean a Sickness or a Pre- Existing Condition.

Doctor

means a medical practitioner who is registered or licensed to practice medicine in Australia, other than:

- i. the Policyholder;
- ii. a Voluntary Worker;
- iii. a Relative of the Voluntary Worker; or
- iv. an Employee of the Policyholder.

Insured Events

mean the Events listed below in 'Benefits: How much We will Pay' part of this Cover Section 5.

Income

means the weekly pre-tax earnings, derived from physical and personal exertion, earned on average by the Voluntary Worker:

- i. over a period of one (1) year immediately prior to the event; or
- ii. over the period of employment immediately prior to the event if such period is shorter than one (1) year.

For self-employed Voluntary Workers, Income shall be calculated after deducting all necessarily incurred business expenses in deriving such Income.

For salaried Voluntary Workers, allowances, bonuses, commissions and overtime payments shall be excluded when deriving Income.

For total employment cost or salary packaged Voluntary Workers, Income includes wages, travel allowances, club membership fees, motor vehicle, housing loan or rental subsidy, clothing or meal allowances and excludes bonuses, overtime payments and commissions.

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.

Permanent

means having lasted twelve (12) consecutive months and at the expiry of that time being without hope of improvement.

Policyholder

means the Body Corporate, Strata Corporation, Community Title, Owners Corporation, Plan or Corporation named in the Policy Schedule, and who is the contracting insured.

Pre-Existing Condition

means any Sickness, disease, disability, syndrome or other condition, including any symptoms or side effects of these:

- i. of which the Voluntary Worker is aware, or a reasonable person in the circumstances would be expected to have been aware in the twelve (12) month period prior to the Voluntary Worker being covered by this Policy;
- ii. for which the Voluntary Worker has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the Voluntary Worker being covered by this Policy; or
- iii. that is a terminal condition of which the Voluntary Worker has been diagnosed at any time prior to the Voluntary Worker being covered by this Policy.

Quadriplegia

means the Permanent loss of use of both arms and both legs.

Relative

means the Voluntary Worker's Spouse or Partner, fiancé(e), child, step-child, parent, parent-in-law, step parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, grandparent or grandchild.

Sickness

means any illness, disease, disability, syndrome or other condition suffered by the Voluntary Worker but does not include a Bodily Injury or Pre-Existing Condition.

Voluntary Work

means work or duties performed on Your behalf at the Property at Your direction without fee, reward or remuneration or any expectation of fee, reward or remuneration.

Benefits: How much We will pay (capital and weekly benefits)

Subject to the section below titled Special Terms and Conditions applicable to this Cover Section and the Exclusions specific to this Cover Section below, We will pay the amount specified below for the following Insured Events suffered by a Voluntary Worker:

- 1) Death: \$200,000.
- 2) Total and irrecoverable loss of all sight in both eyes: \$200,000.
- 3) Total and Permanent loss of the use of both hands or of both feet or the loss of use of one hand and one foot: \$200,000.
- 4) Permanent Quadriplegia, Paraplegia or incurable paralysis of all limbs: \$200,000.
- 5) Total and Permanent loss of use of one hand or the use of one foot: \$100,000.
- 6) Total and irrecoverable loss of all sight in one eye: \$100,000.
- 7) Total disablement – meaning that in the opinion of a Doctor, the Voluntary Worker is prevented from carrying out the principal duties of their usual profession, business or occupation and not able to work in a similar profession, business or occupation for which the Voluntary Worker is qualified by education, training or experience, while under the regular care of and acting in accordance with the instructions or advice of a Doctor – in respect of each week of disablement: a weekly benefit of 100% of their Income, up to \$2,000, payable so long as they remain totally disabled up to a maximum of 104 weeks.
- 8) Partial disablement – meaning that in the opinion of a Doctor, the Voluntary Worker is prevented from carrying out all the normal duties of their usual profession, business or occupation, while under the regular care of and acting in accordance with the instructions or advice of a Doctor – in respect of each week of disablement: a weekly benefit of 100% of their Income, up to \$1,000, payable so long as they remain partially disabled up to a maximum of 104 weeks.

Special Terms and Conditions applicable to this Cover Section

Compensation to each Voluntary Worker injured will only be paid provided that:

- 1) If a Voluntary Worker suffers more than one Insured Event as a result of a Bodily Injury, We will pay only the highest of the amounts of compensation shown for the disabilities suffered and will not pay any amount for the other Insured Events. Where an Insured Event gives rise to a claim under item (7) of Benefits: How Much We Will Pay (above) for weekly benefits, the maximum number of weeks that will be paid for is 104.
- 2) If the Voluntary Worker dies as a result of a Bodily Injury for which an amount is otherwise payable for an Insured Event, We will reduce the amount We pay for death by the amount previously paid for any other Insured Event.
- 3) The Voluntary Worker is not entitled to compensation under any workers compensation insurance, transport accident scheme or other statutory scheme or fund. If they are so entitled, then We will not pay any amount to the Voluntary Worker.
- 4) If total or partial disablement is claimed, that the Voluntary Worker earned a regular income derived from their physical exertion immediately prior to the time of the Accident.
- 5) After the occurrence of any one of the Insured Events 2 to 7 there will be no further liability under this Cover Section 5 in respect of the same Voluntary Worker for any future Bodily Injury.
- 6) The Voluntary Worker at the time of an accident was 12 years and over.

Further, compensation to each Voluntary Worker injured will not be paid:

- a. For more than one total or partial disablement in respect of the same Accident or period of time.
- b. Under total or partial disablement for the first week of disablement.
- c. Under total or partial disablement in excess of a maximum of 104 weeks.
- d. Unless the injured Voluntary Worker has, as soon as possible after the Bodily Injury, procured and followed medical advice from a Doctor.

Exclusions specific to this Cover Section

We shall not pay any compensation for any injury or Insured Event arising out of or attributable to:

- 1) Intentional self-injury or suicide, including injuries suffered as a result of attempted suicide.
- 2) Anxiety, depression, mental illness or stress suffered by a Voluntary Worker unless referred to and diagnosed by a registered psychiatrist as a new condition during the Period of Insurance (i.e. not an existing medical condition).
- 3) A Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner and taken according to instructions.
- 4) A Voluntary Worker's pregnancy or childbirth notwithstanding that miscarriage or childbirth may have been accelerated or induced by the Accident resulting in the Bodily Injury.
- 5) Or for which the Voluntary Worker was under 12 years of age at the time of the Accident.
- 6) Any Pre-Existing Condition.

In addition to these Exclusions, please refer to the General Exclusions which are applicable to Your Policy.

Section 6 – Office Bearer's Liability

What You are insured against

We will indemnify an Office Bearer/s up to the Sum Insured shown on Your Schedule against Loss arising from any Claim first made against an Office Bearer during the Period of Insurance for a Wrongful Act occurring before or during the Period of Insurance.

Definitions specific to this Cover Section

In addition to the Definitions section of this Policy, the following additional Definitions apply to this Cover Section 6:

Claim(s)

means:

A written demand for monetary damages;

A civil proceeding;

An arbitration, mediation, conciliation or alternative dispute resolution proceeding; or

A criminal proceeding.

Legal Defence Costs

means that part of Loss consisting of reasonable costs, charges, fees (including but not limited to counsels and/or experts fees) and expenses (other than regular or overtime wages, salaries or fees of You and/or Office Bearer), incurred with Our written consent, in defending, investigation, settling or appealing any Claim.

Loss:

means the damages, judgments, any award of pre or post judgment interest, claimant's costs and defence costs which the Office Bearer/s become legally obligated to pay on account of any covered Claims and includes any settlement to which We have consented in respect of a covered Claim.

Loss does not include any of the following:

- a) taxes or sums payable in relation to taxes,
- b) any employment-related benefits or entitlements, including: unpaid Superannuation Guarantee Charge or pension amounts, perquisites, fringe benefits, deferred compensation, disability benefits, unemployment insurance, workers' compensation, social security, payments in connection with any employee benefit plan and any other payment to or for the benefit of an Employee arising out of the employment relationship; shares, stock, stock warrants, stock appreciation rights, phantom stock plans or arrangements, stock options; bonuses; amounts pursuant to a partnership, equity, or ownership agreement; or any type of monetary payments which constitute redundancy or severance payments or payments pursuant to a notice period;
- c) any amount for which You are legally absolved from payment;
- d) any amount incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;
- e) any amount which We are prohibited from paying by law
- f) costs incurred by You to comply with any order for non-monetary relief (including injunctive relief) or with any agreement to provide such relief.
- g) any liability or costs incurred by You to modify any Building or Property or system of work in order to make said Building or Property or system of work more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar.

Office Bearer

means:

- a) Any person appointed (or previously appointed) to act as an office bearer or committee member for You in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, or similar legislation, whilst acting in that capacity;
- b) Any person invited by an Office Bearer to assist in the management or performance of Your affairs, whilst acting in that capacity;
- c) A Strata manager, director, employee or partner who is or was appointed to be a member of the committee of Your governing body, Building Management Committee or duly appointed member of a Sub Committee of Your Building(s), only to the extent that they are acting as an appointed Committee Member.

Wrongful Act

means any actual or alleged act or omission, including but limited to, any breach of duty, neglect, error, misstatement, misleading statement, libel, slander and omission, committed or allegedly committed by any Office Bearer in their capacity of an Office Bearer whereby any such Wrongful Act/s result in more than one Claim, the Claims will constitute one Loss and be deemed to have been notified to Us in the Period of Insurance the original notification was made.

How much We will pay

Subject to any Excess, the total amount of Loss We will pay in respect of all Claims under this Cover Section shall not exceed the Sum Insured during any one Period of Insurance regardless of the number of Claims made or reported.

Additional benefits

We agree to extend cover in accordance with the following, subject to the Terms and Conditions and Exclusions of this Policy, unless expressly stated otherwise. No Additional Benefit increases the Sum Insured, unless expressly stated otherwise.

Advance Payment of Defence Costs

We agree, in respect of a Claim prior to final adjudication or finalisation of the Claim, unless or until We have denied indemnity, to pay Defence Costs in advance as they are incurred by an Office Bearer.

We reserve the right to recover any such Defence Costs advanced by Us to an Office Bearer in the Event that the Office Bearer is not entitled to the payment of those costs and expenses under this Cover Section.

Continuous Cover

Notwithstanding the Prior Claims and Circumstances Exclusion, We will accept notification of any Claim or circumstance that ought to have been notified to Us in a previous Period of Insurance.

Provided that:

- i. We have continuously held, without interruption, the Office Bearer's Liability, since the time when the notification ought to have occurred; and
- ii. The Claim or circumstance has not been notified to Us in an earlier policy period or to any other Insurer under any Policy at any time.

The terms and conditions which will be applicable are those of the Policy on foot at the time the matter first ought to have been notified.

Extended Reporting Period

If a Claim or circumstance arises within 30 days after the expiry of the Period of Insurance, We will accept the notification within the expired Period of Insurance, provided that You renew the Policy with Us within 30 days of the expiry of the Period of Insurance. Any benefit under this Additional Benefit will be those available under the Policy in force at the time of the expiry of the Period of Insurance.

Exclusions specific to the Cover Section

We will not cover any Loss in respect of any Claim based upon, arising from or in consequence of:

Abuse of Power

Any intentional exercise of power by any Office Bearer where the exercise of that power is for a purpose other than that for which the power was conferred.

Asbestos

Loss directly or indirectly caused by, in respect of or in any way connected with, including the use, removal or, or exposure to any asbestos or any material containing asbestos in any way.

Bodily Injury or Property Damage

- a) Any actual or alleged bodily injury, sickness, disease or death of any person;
- b) Any actual or alleged damage to or destruction of tangible property, including loss of use of the Property; or
- c) Any mental anguish or emotional distress.
- d) Taxes or sums payable in relation to taxes;
- e) Any employment-related benefits or entitlements, including: unpaid Superannuation Guarantee Charge or pension amounts, perquisites, fringe benefits, deferred compensation, disability benefits, unemployment insurance, workers' compensation, social security, payments in connection with any employee benefit plan and any other payment to or for the benefit of an Employee arising out of the employment relationship; shares, stock, stock warrants, stock appreciation rights, phantom stock plans or arrangements, stock options; bonuses; amounts pursuant to a partnership, equity, or ownership agreement; or any type of monetary payments which constitute redundancy or severance payments or payments pursuant to a notice period;
- f) Any amount for which You are legally absolved from payment;
- g) Any amount incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;
- h) Any amount which We are prohibited from paying by law
- i) Costs incurred by You to comply with any order for non-monetary relief (including injunctive relief) or with any agreement to provide such relief.
- j) Any liability or costs incurred by You to modify any Building or Property or system of work in order to make said Building or Property or system of work more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar.

This exclusion shall not apply to an actual or alleged breach of any workplace or occupational health and safety law or regulation.

Communicable Disease

1. Notwithstanding any other provision of this policy to the contrary, this policy does not apply to any bodily injury, property damage, personal and advertising injury or any other loss, cost, defence fee, expense, injury, damage, claim, dispute or suit in whole or in part arising out of, directly or indirectly resulting from or in any way related to any actual or alleged transmission of a Communicable Disease.
2. 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 for, test for, or in any other way respond to:
 - a) a Communicable Disease; or
 - b) any property insured hereunder that is affected by such Communicable Disease.
3. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease;
 - b) Testing for a Communicable Disease;
 - c) Failure to prevent the spread of the Communicable Disease; or
 - d) Failure to report the Communicable Disease to authorities.
4. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten damage to human health or human welfare.

In addition to these Exclusions, please refer to the General Exclusions which are applicable to Your Policy.

Conduct

Any conduct by an Office Bearer of duty or interest of an Office Bearer with respect to which a prohibition in Section 199B of the Corporations Act 2001 (Cth) applies.

Dishonesty

Any dishonest, fraudulent, criminal or malicious act or omission of any Office Bearer.

Fines and Penalties

All fines, penalty, punitive, exemplary, liquidated or aggravated damages of any kind regardless of any other provisions of this Policy.

Improper Gain

Any personal profit or advantage to which You were not legally entitled to or may be held accountable to any party named in the Schedule and/or any Unit Owner.

Prior Claims and Circumstances

Claim/s arising from circumstances which You knew of prior to the Period of Insurance, or a reasonable person ought to have known to be circumstances which may give rise to a Claim against You.

Unauthorised Payments

Any Office Bearer being given or taking Money or a gratuity without Your authorisation where Your authorisation is necessary pursuant to either the constitution, any governing rules or any other written contract.

Section 7 – Body Corporate & Entity Liability

What You are insured against

7.1 Legal Defence Costs

We will pay the Body Corporate's and/or Entity Legal Defence Costs arising from any Claim/s first made during the Period of Insurance provided the Claim/s:

- Is in connection with the conduct of Your Business affairs;
- Is under or is alleging a breach by You of the Australian Consumer Law or any other similar consumer protection legislation; or
- Is arising out of a dispute with a current, past or prospective employee concerning their employment and any actual or alleged breaches of any discrimination legislation.

7.2 Workplace Health and Safety Appeal Costs

We will pay the Legal Defence Costs for:

1. An appeal against the imposition of an improvement or prohibition notice under any workplace or occupational health and safety legislation or similar legislation;
2. An appeal from a determination by any review committee, arbitrator, tribunal or Court made under any workplace or occupational health and safety legislation or similar legislation provided that such notice or determination was made during the Period of Insurance.

7.3 Taxation Audit Costs

We will pay the Body Corporate and/or Entity Taxation Audit Costs for work undertaken in connection with an Audit first made during the Period of Insurance.

7.4 Statutory Liability Costs

We will pay the Body Corporate's and/or Entity Statutory Liability, and Legal Defence Costs arising from any Claim first made during the Period of Insurance up to the limit shown in the Schedule.

Definitions specific to this Cover Section

Act

means any Act of the Parliament of the Commonwealth of Australia and any Act of a Parliament of a State or Territory of the Commonwealth of Australia, including any subordinate or delegated legislation such as regulations made under those Acts; and any amendment, consolidation or re-enactment of any Acts.

Appeal Costs

means reasonable Defence Costs in relation to an Audit.

Audit

means an audit or investigation by a federal or state Commissioner of Taxation relating to the Body Corporate's liability to pay income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax in respect of Your management of the Body Corporate.

Claim(s)

means:

A written demand for monetary damages;

A civil proceeding

An arbitration, mediation, conciliation or alternative dispute resolution proceeding;

A criminal proceeding

Legal Defence Costs

means reasonable costs, charges, fees (including but not limited to counsels and/or experts fees and expenses (other than regular or overtime wages, salaries or fees of You and/or Office Bearer), incurred with Our written consent, in defending, investigating, settling or appealing any Claim.

Statutory Liability

means:

- a) Civil fines and civil penalties awarded against *You* for breach of an *Act*; and
- b) Pecuniary penalties awarded in criminal proceedings, but solely in respect of accidental and/or unintentional breaches by *You* of any workplace health and safety legislation or similar legislation

to the extent they are insurable at law.

Taxation Audit Costs

means necessary and reasonable costs, charges, fees and expenses (other than regular or overtime wages, salaries or fees of You and/or Office Bearer), incurred with Our written consent, in relation to professional fees paid to Accountants, Registered Tax Agents or other professional persons/consultants engaged by or at the recommendation of Your Accountant for work undertaken in connection with an Audit.

How much We will pay

Subject to any Excess and the provisions of this Cover Section, Our Liability will not be increased beyond the amount in the Schedule for any one Period of Insurance.

Additional Benefits

Extended Reporting Period

If a Claim or circumstance arises within 30 days after the expiry of the Period of Insurance, We will accept the notification within the expired Period of Insurance, provided that You renew the Policy with Us within 30 days of the expiry of the Period of Insurance. Any benefit under this Additional Benefit will be those available under the Policy in force at the time of the expiry of the Period of Insurance.

Special Terms and Conditions applicable to this Cover Section

- a) We have the right to negotiate, defend or settle in Your name and on Your behalf any Claim and will have full discretion in the conduct of any proceedings or in the settlement of any Claim.
- b) Any sum paid by Us in the discharge or settlement of any threat or intimation of a Claim or in relation to any circumstance which might give rise to a Claim, shall be deemed to be a payment made in the discharge or settlement of a Claim.
- c) You must give all reasonable assistance and cooperate with Us in the defence of Claim.
- d) You must not admit liability, settle any Claim or incur any costs without Our prior written agreement.
- e) You must use due diligence and act at all times to avoid or diminish any Claim.

Exclusions specific to this cover section

We will not be liable for any liability, loss or costs in relation to or arising out of:

- a. fines, penalties, punitive, exemplary, liquidated or aggravated damages of any kind regardless of any other provisions of this Policy, unless covered under the Statutory Liability benefit in this Cover Section;
- b. Legal defence costs that arise from claims arising from or relating to dishonesty, deliberate and/or intentional violence or misconduct.
 1. This Exclusion only applies where the conduct in question has been finally established by written admission or by final non-appealable adjudication.
- c. Legal defence costs that arise from claims for or relating to defamation or slander;
- d. Legal defence costs that arise from claims arising from or relating to facts or Events, occurring prior to the commencement of this Policy, which You knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;
- e. Legal defence costs that arise from claims for Vehicle, Watercraft or Aircraft offences;
- f. Legal defence costs that arise from claims initiated, threatened or commenced prior to the commencement of this Policy;
- g. Legal defence costs that arise from claims under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance;
- h. Legal defence costs that arise from claims which are covered under the Legal Liability Cover Section of this Policy.
- i. In respect of any notice imposed or determination made prior to the Period of Insurance;
- j. In respect of any notice or determination arising from or relating to any intentional violation or breach of any law or regulation by the Body Corporate.
 1. This Exclusion only applies where the conduct in question has been finally established by written admission or by final non-appealable adjudication.
- k. For the imposition of any tax, fines, penalties, court costs, penalty tax or interest;
- l. For taxation audit costs incurred after completion of the audit or investigation;
- m. in respect of any audit or investigation initiated, threatened or started prior to the commencement of the Period of Insurance;
- n. In respect of any audit or investigation arising from Your improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by a state or federal Commissioner of Taxation for the production of documents or the supply of information. Refusal or failure to comply will not be deemed improper, unwarranted or unjustified if You refuse or fail to comply upon the advice of Your accountant or tax agent;
- o. In respect of any audit or investigation under customs legislation;
- p. In respect of any audit or investigation of income received or earned, or where the source of income is outside Australia or where the services giving rise to the claim are performed by persons or entities who ordinarily reside outside Australia;
- q. In respect of any fraud or fraudulent act or omission committed by You or on Your behalf;
- r. In respect of any audit or investigation which results in You, or any person acting on Your behalf, becoming aware of any error or deficiency in any return of income or other documentation supplied to a state or federal Commissioner of Taxation and failing to notify the Commissioner of Taxation without delay.
- s. taxes or sums payable in relation to taxes, except as provided in the Taxation Audit Costs coverage agreement;
- t. any employment-related benefits or entitlements, including: unpaid Superannuation Guarantee Charge or pension amounts, perquisites, fringe benefits, deferred compensation, disability benefits, unemployment insurance, workers' compensation, social security, payments in connection with any employee benefit plan and any other payment to or for the benefit of an Employee arising out of the employment relationship; shares, stock, stock warrants, stock appreciation rights, phantom stock plans or arrangements, stock options; bonuses; amounts pursuant to a partnership, equity, or ownership agreement; or any type of monetary payments which constitute redundancy or severance payments or payments pursuant to a notice period;
- u. any amount for which You are legally absolved from payment;
- v. any amount incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;
- w. any amount which We are prohibited from paying by law;
- x. costs incurred by You to comply with any order for non-monetary relief (including injunctive relief) or with any agreement to provide such relief;
- y. any liability or costs incurred by You to modify any building or property or system of work in order to make said building or property or system of work more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar.

Communicable Disease

1. Notwithstanding any other provision of this policy to the contrary, this policy does not apply to any bodily injury, property damage, personal and advertising injury or any other loss, cost, defence fee, expense, injury, damage, claim, dispute or suit in whole or in part arising out of, directly or indirectly resulting from or in any way related to any actual or alleged transmission of a Communicable Disease.
2. 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 for, test for, or in any other way respond to:
 - a) a Communicable Disease; or
 - b) any property insured hereunder that is affected by such Communicable Disease.
3. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease;
 - b) Testing for a Communicable Disease;
 - c) Failure to prevent the spread of the Communicable Disease; or
 - d) Failure to report the Communicable Disease to authorities.
4. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten damage to human health or human welfare.

Additional Exclusions liable to Section 7.4 Statutory Liability Costs

We will not be liable for any Loss in relation or liability in relation to or arising out of:

Excluded Acts

based upon, arising directly or indirectly from, or relating to any actual or alleged contravention of:

- a) Sections 182, 183, 588G, 601FD, 601FE, or 601JD of the Corporations Act 2001 (Cth);
- b) the Fair Trading Act 1985 (Vic), Fair Trading Act 1987 (NSW), Fair Trading Act 1987 (SA), Fair Trading Act 1987 (WA), Fair Trading Act 1989 (Qld), Fair Trading Act 1990 (Tas), Fair Trading Act 1992 (ACT), Consumer Affairs and Fair Trading Act 1996 (NT), Trade Practices Act 1974 (Cth), Competition and Consumer Act 2010 (Cth);
- c) the Fair Work Act 2009 (Cth); or
- d) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);

and any amendment, consolidation or re-enactment of any of those sections or Acts noted above.

Wage and Hour

based upon, arising out of or attributable to:

- a) Your refusal, inability or failure to pay wages or overtime pay, or any amounts representing such wages or pay, for services rendered or time spent in connection with work-related activities;
- b) improper pay deductions taken by You from any employee or purported employee;
- c) improper classification of any employee or purported employee; or
- d) failure to provide or enforce any legally required rest or meal breaks.

provided, however, that this exclusion shall not apply to the extent a Claim is for Retaliation.

For the purposes of this Exclusion, "Retaliation" means a retaliatory act against an employee on account of such employee:

- i. disclosing or threatening to disclose to a superior or to any governmental agency any act by You, which act is alleged to be in violation of any federal, provincial, territorial, state, local or foreign statutory or common law or any rule or regulation promulgated thereunder, including, but not limited to, any federal, provincial, territorial, state, local or foreign "whistle-blower" law;
- ii. actually or attempting to exercise any right that such employee has under law, including, but not limited to, any federal, provincial, territorial, state, local or foreign "whistle-blower" law;
- iii. refusing to violate any law or opposing any unlawful practice; or
- iv. assisting or testifying in, or cooperating with, a proceeding or investigation regarding alleged violations of law by You, including but not limited to, any federal, provincial, territorial, state, local or foreign "whistle-blower" law.

Contractual Amounts

for any amount You are required to pay pursuant to the terms of an employment contract, whether express or implied, or any amount You would have been liable for in the absence of a Wrongful Act.

Assumed Liability

based upon, arising directly or indirectly from, or relating to the liability of others which You assumed under any oral or written contract or agreement, except to the extent such liability would apply in the absence of such contract or agreement.

Enterprise Agreements

based upon, arising directly or indirectly from, or relating to any existing, expired or proposed collective agreement made at the enterprise level between You and Your employees, including single-enterprise agreements, multi-enterprise agreements or greenfields agreements, and any bargaining, industrial action or other proceeding related to any such agreement.

Non-compliant materials

based upon, arising directly or indirectly from, or relating to the actual or alleged use of any building materials that do not conform or comply with all relevant provisions of the National Construction Code of Australia, the Australian Standards, and the Building Code of Australia.

Unlawful By-laws

based upon, arising directly or indirectly from, or relating to the actual or alleged enforcement of unlawful rules or by-laws, including ambiguous or unreasonable rules or by-laws, rules or by-laws that actually or allegedly unfairly discriminate against a lot owner or occupier, or any rules or by-laws that are inconsistent with, conflict with, or limit any Act.

Professional Services

based upon, arising directly or indirectly from, or relating to Your performance of, or failure to perform, professional services for others, or any acts, errors or omissions relating thereto.

Building Defects

based upon, arising directly or indirectly from, or relating to any actual or alleged building defect or any actual or alleged failure of a building to conform or comply with all relevant provisions of the National Construction Code of Australia, the Australian Standards, and the Building Code of Australia.

In addition to these Exclusions, please refer to the General Exclusions which are applicable to Your Policy.