

# COMMERCIAL STRATA ELITE PACKAGE

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PRODUCT DISCLOSURE STATEMENT  
AND POLICY WORDING



**Commercial Strata  
Elite Package**

A.B.N. 69 003 710 647 A.F.S. Licence No: 239778



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# PRODUCT DISCLOSURE STATEMENT

For retail clients we are required to provide the following Product Disclosure Statement.

## What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) provides general information only, and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which you should read carefully before deciding to take out any insurance cover.

This PDS has been prepared to assist you in understanding the Package and making an informed choice about your insurance requirements. This PDS should be read in conjunction with the Policy wording which forms part of this PDS. Before you decide to purchase the insurance product, please read these documents thoroughly.

Certain words in this PDS and the Package have special meanings that are set out in the Definitions or the Coverage Section of each Policy in the Package.

## Policy Terms and Conditions

The information contained in this PDS is general information only and does not form part of your contract with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. This PDS and the Policy are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omissions, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to you with the PDS.

## Who is the Insurer?

Chubb Insurance Company of Australia Limited (“Chubb”) is the Insurer.

Chubb’s Australian Business Number (A.B.N.) is: 69 003 710 647 and its Australian Financial Service License (AFSL) Number is: 239778.

## Significant features and benefits

The Chubb Commercial Strata Elite Package provides a number of Policy coverages which are not considered retail products for the purposes of the *Corporations Act 2001*. This PDS only provides details in relation to those coverage sections which are considered retail products. It is important that you read this document and each Policy in

the Package for complete details of all the benefits and coverage of the Chubb Commercial Strata Elite Package.

The following coverage sections, apart from the Declared Catastrophe Extension, come standard when you purchase the Chubb Commercial Strata Elite Package. The Declared Catastrophe Extension is optional and must be specifically requested by you.

## SIGNIFICANT BENEFITS OF THE COMMERCIAL STRATA ELITE PACKAGE

### Policy 1 – Property Insurance

The Property Insurance Policy has a number of benefits. Some of the significant Policy benefits are listed below. For complete details of all the benefits, terms and conditions of the Policy you should read the Coverage Sections and Benefits section of the Policy attached to this PDS.

Under the Property Insurance Policy we will pay for accidental damage occurring during the Policy Period to property insured shown in the Schedule. We will either:

- pay the value of the property insured (or any part of it that sustains damage) at the time of the damage having regard to physical deterioration, physical depreciation, obsolescence or depletion, or
- reinstate or replace the property insured (or any part of it that sustains damage).

Some of the other benefits of the Property Insurance Policy include:

- Cover for Loss Prevention Expenses incurred to protect your Building and General Contents;
- Cover for costs involved in the Temporary Removal of Property Insured;
- Capital Additions and Inadvertent Omissions Cover;
- Replacement of Locks & Keys;
- Special Property Basket Extension availability providing cover for:
  - Fine Arts;
  - Trees, Lawns, Shrubs and Plants replacement;
  - Trace & Access;
  - Arson/Theft Reward;
  - Fire Brigade Charges;
- Temporary Accommodation & Loss of Rent Cover consequent upon damage to your Building.

### Declared Catastrophe Extension (optional)

This section is only operative if covered is granted by us and the additional premium is paid.

When a Catastrophe occurs, repair costs can increase significantly as demand for trades’ people, building materials and other resources starts to outstrip supply.

The coverage provided by the Declared Catastrophe

Extension helps protect you against these increased costs by increasing the Sums Insured selected for Policy 1 Section 1 by 15% when Catastrophe strikes.

### Policy 6 - Voluntary Workers Insurance

The Voluntary Workers Insurance Policy has a number of benefits. Some of the significant Policy benefits are listed below. For complete details of all the benefits and Policy limits you should read the Table of Events, Coverage Sections and Benefits section of the Policy attached to this PDS.

Some of the Benefits of the Policy include:

- Coverage for an Insured Person whilst engaged in unpaid Voluntary activities carrying out voluntary work authorised, organised and under the direction and control of or for the benefit of the Named Insured.
- Weekly Benefits are available to replace lost Income for Temporary Total Disablement as a result of Accidental Bodily Injury.
- Weekly Benefits for Temporary Total Disablement are payable for a period of up to 104 weeks.
- Domestic Help Benefits for Non-Income Earners and Home Tuition Benefits for full-time students.
- Coverage for Insured Persons up to the age of 75.
- Lump Sum Capital benefits payable for Accidental Bodily Injury.

### Commercial Strata Elite Package Deductible Amounts

If you make a claim under a Policy in this Package your claim may be subject to a Deductible or Excess. Applicable deductibles or excesses will be detailed in your Package Schedule.

### Cost of the Chubb Commercial Strata Elite Package

The cost of this package is the Total Premium Due as detailed in the Schedule. This is made up of the Premium and applicable government taxes and charges. The amount of these taxes and charges will be shown separately in the Schedule.

The Premium will be determined by a number of factors which may include:

- The Sums Insured;
- The type of property being insured;
- The property location;
- The property construction;
- Your previous insurance and claims history;
- Number of Insured Persons and
- Any Endorsements to the Policy that restrict or extend the Policy coverage.

The Premium payable may be increased by adding Endorsements that extend the coverage under the Policy, by increasing Sums Insured or as a result of an adverse claims history.

The Premium payable may also increase or decrease on renewal.

### How to Apply for the Commercial Strata Elite Package

To apply for Chubb's Commercial Strata Elite Package you will need to contact your insurance broker.

Once you have received your premium quotation and are happy with the terms and conditions you should pay your Total Premium Due to your insurance broker.

Acceptance of your application for insurance coverage will depend upon the information requested and disclosed in the application for insurance. The circumstances of each particular case will determine whether additional coverage or reduced coverage is provided.

You will be advised of these matters when you receive your premium quotation from your insurance broker.

### Non-Payment of Premium

Your Policy will not operate if you do not pay your premium as per your placing Schedule. If you do not pay your premium we may cancel your Package and charge a minimum fee of \$750 plus taxes or 50% of the premium plus taxes whichever is the greater. If a claim has been made on a Policy under the Package there will be no refund given and your annual Premium is due immediately.

### Cancelling Your Policy Before it Expires

This Package may be cancelled by you at any time by giving us notice in writing. We may cancel this Package, or any Policy or Section thereof, in accordance with the *Insurance Contracts Act (Cth) 1984*. Should we or you cancel your Package we shall retain a pro rata proportion of the premium for the time the Package has been in force.

### Confirmation of Transactions

If you wish to confirm that your insurance is in place, we provide a telephone confirmation service. To use this service, call us on (Melbourne) 03 9242 5111, (Perth) 08 6211 7777, (Brisbane) 07 3229 4488 or (Sydney) 02 9273 0100 and we will send you written confirmation.

If you do not wish to use our telephone confirmation service but require confirmation of cover, you can request this by writing directly to us at:

Victoria, Tasmania & South Australia:

Level 14, 330 Collins Street, Melbourne, VIC, 3000,

New South Wales:

Citigroup Building, Level 29, 2 Park Street, Sydney 2000

Queensland:

Level 11, 12 Creek Street, Brisbane 4000

Western Australia:

Level 22, 2 The Esplanade, Perth 6000

## Making a Claim

Should an incident occur which may give rise to a claim under a Policy in the Package you should report this in writing to Chubb during the Policy Period and in any case within thirty (30) days of the incident occurring.

Failure to provide Chubb with this written notice within this timeframe may affect your ability to make a claim under the Policy.

Once you have notified Chubb of a claim under your Policy you will need to provide Chubb with written Proof of Loss as soon as possible and at the latest within thirty (30) days after Chubb received your written notification.

You will also need to provide original copies of all relevant documentation.

Chubb may request that you provide further evidence, information or certificates which we may require to assess your claim in a prescribed form. Should Chubb make such a request you will need to provide the information requested at your expense.

In the event of a claim being made arising out of an Insured Persons death we, upon giving reasonable notice to you, may request to have a post mortem carried out at our expense.

We, also upon giving reasonable notice, may request you or any other Insured Person making a claim under the Policy to be medically examined with any such medical examination being carried out at our expense.

In the event you make a claim under Your Policy Chubb will undertake necessary investigations which will require the cooperation of you and any other Insured Person making the claim. Failure to cooperate with our investigation may result in denial of the claim or cancellation of the Policy.

Should a claim for Accidental Death of the Insured Person be accepted payment of the Insured Sum less any excess or deductible will be paid to you or as you direct.

Unless otherwise specified in a particular Coverage Section, all payments for claims made for your losses under the Policy will be paid to the Named Insured named in the Schedule.

If any claim you make under this Policy is discovered to be fraudulent in any respect, or if any act of fraud is committed by you, the Insured Person, or anyone acting on your or the Insured Person's behalf in an attempt to obtain benefits under this Policy, Chubb will be under no liability in respect of any such claim.

# HOW TO READ YOUR COMMERCIAL STRATA ELITE PACKAGE

Your Package is made up of the following components:

## Package Schedule

The Schedule provides key details about your Package including:

- your name;
- address;
- Policy Period;
- premium;
- Policies operative;
- limits;
- deductible.

## Operative Policies

The various Policies in the Package contain descriptions of the insurance cover provided. Each Policy contains the grant of cover, together with any extensions, exclusions, conditions or definitions applicable only to that Policy in the Package. The Policies are arranged as follows:

- Policy 1 – Property Insurance
- Policy 2 – General Liability
- Policy 3 – Crime Insurance
- Policy 4 – Machinery Breakdown
- Policy 5 – Management Committee Liability
- Policy 6 – Voluntary Workers
- Policy 7 – Professional Expenses
- General Conditions – Policies 2, 3, 4 and 6
- General Conditions – Policies 5 and 7
- General Definitions Policies 2 - 7

## General Claims Conditions

These apply to any claim, and tell you what to do in the event of a loss. Your duties and obligations and the Company's rights following a loss are set out here. **Please note that Policies 5 Management Committee Liability and Policy 7 Professional Expenses are 'claims-made' cover i.e. it applies only to claims first made against the Insured and reported to the Company during the Policy Period. You must refer to Policies 5 and 7 for further guidance in the event of a claim under either Policy of the Package.**

### General Definitions

Words (but not headings or sub-headings) with specific meaning (appearing in bold) are defined here. These may be specifically varied or supplemented in the wording of any Policy. Policy 1 (Property Insurance) contains its own Policy definitions section.

### Endorsements

These contain variations to the standard Policy wording or otherwise relate to this Package.

## IMPORTANT INFORMATION

This is a Commercial Strata Elite Package. Please read the following important information relating to this insurance carefully. If you do not understand any of the matters detailed below please contact your insurance broker.

### Insuring Agreement

Chubb Insurance Company of Australia Ltd (the 'Company') agrees to provide the insurance described in each applicable Policy and section of this insurance Package (the 'Package') subject to the following conditions:

- The Named Insured must pay or have paid the premium set out in the Schedule.
- The information contained in any application made by the Named Insured together with any information supplied to the Company on behalf of the Named Insured form the basis of and are part of this Package.
- The Named Insured must comply in all respects with the conditions and claims conditions herein.

### Please Note

All Policies of this Package, including the Schedule and any endorsements, shall be read together and considered as one contract.

The operative Policies of this Package are indicated in the Schedule. Unless a particular Policy is identified in the Schedule as operative, it is of no effect and no cover is granted under it.

Policy 1 of this Package contains more than one section. Section 3 of Policy 1 – Declared Catastrophe Extension is optional and are only operative if elected at the start of the Policy Period and the required premium has been paid.

### Insurance Contracts Act

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia, and as such shall be subject to the Insurance Contracts Act 1984 (Commonwealth of Australia). Nothing contained in this insurance is to be construed to reduce or waive the privileges, rights or remedies available under the Insurance Contracts Act 1984 (Commonwealth of Australia) to Chubb or any party insured under this insurance.

### Duty of Disclosure - what We need You to tell us

Before You enter into a general insurance contract, You have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to insure You and if so, upon what terms.

You have the same duty before You extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- Reduces the risk to the insurer;
- Is of common knowledge;
- The insurer knows, or in the ordinary course of its business, ought to know; or
- Where compliance with this duty is waived by the insurer.

If You fail to comply with this duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the insurer may be entitled to cancel the contract from its beginning.

## PRIVACY

### Your Privacy

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with insured persons. If You do not give Chubb this information, Chubb may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988, Chubb's privacy policy statement contains the information required to be given to persons about whom Chubb collects personal information.

### Our Privacy Policy

Our privacy policy statement is readily available on Our website at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au).

### Your access to Your personal information

You can request access to personal information which Chubb holds about You. Your rights to access and Chubb's rights to refuse access are set out in the Privacy Act 1988.

### Chubb's use of personal information

Chubb may at any time use personal information it collects about You for any of the following purposes:

- To provide a quotation or assess a proposal for insurance.
- To provide, amend or renew an insurance policy.
- To respond to a claim.

### Chubb's disclosure of personal information

Chubb may at any time disclose personal information Chubb collects about You 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 Chubb in relation to the provision of insurance.

Further information on Our Privacy Policy can be accessed on Our website at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au).

### Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

### The General Insurance Code of Practice

Chubb Insurance Company of Australia Ltd is a signatory to the General Insurance Code of Practice. The code aims to:

1. Promote more informed relations between insurers and their customers;
2. Improve consumer confidence in the general insurance industry;
3. Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

### How to Make a Claim

Please contact Chubb directly at Your closest office if You wish to make a claim (please see the list of Our offices at the end of the document) or if You would prefer, Your Financial Services Provider can make a claim on Your behalf. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for us to consider Your claim are provided in the 'claims' section of Your Policy.

### Cooling Off Period

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid. To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy takes effect.



## Dispute Resolution

The following standards apply to all complaints handling.

1. We will conduct complaints handling in a fair, transparent and timely manner.
2. We will make available information about Our complaints handling procedures.
3. We will only ask for and take into account relevant information when deciding on Your complaint.
4. You will have access to information about You that We have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.
5. Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.
6. We will respond to complaints within 15 business days provided We have all necessary information and have completed any investigation required.
7. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot agree, We will treat Your complaint as a dispute and We will provide information on how You can have Your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
8. We will keep You informed of the progress of Our response to the complaint.
9. When We notify You of Our response, We will provide information on how Our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.
10. If You tell us You want Our response reviewed, We will:
  - a). Treat it as a dispute;
  - b). Notify You of the name and contact details of the employee assigned to liaise with You in relation to the dispute; and
  - c). Respond to the dispute within 15 business days provided We receive all necessary information and have completed any investigation required.
11. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot reach agreement You can report Your concerns to the Financial Ombudsman Service (FOS).
12. We will keep You informed of the progress of Our review of Your dispute at least every 10 business days.
13. We will respond to Your dispute in writing giving:

- a). Reasons for Our decision;
  - b). Information about how to access available external dispute resolution schemes; and
  - c). Notify You of the time frame within which You must register Your dispute with the external dispute resolution scheme.
14. If We are not able to resolve Your complaint to Your satisfaction within 45 days (including both the complaint and internal dispute resolution process referred in this section of the Code), We will inform You of the reasons for the delay and that You may take the complaint or dispute to Our External Dispute resolution scheme even if We are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform You that You have this right and details of Our External Dispute Resolution scheme before the end of the 45-day period.
  15. Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.
  16. External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.
  17. Where the FOS Terms of Reference do not extend to You or Your dispute, We will advise You to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available to You.

You can contact the FOS in the following ways:

- By Phone: 1300 78 08 08
- By Mail: Financial Ombudsman Service  
GPO Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at [www.fos.org.au](http://www.fos.org.au)

## Additional Information

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) for more information about the Code.

Our web site can be visited at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

This Product Disclosure Statement is dated 26 April 2011

# POLICY 1: PROPERTY INSURANCE

This Policy of Commercial Strata is arranged as follows:

## SECTION 1: PROPERTY DAMAGE

### Cover

The Company will pay for **Damage** occurring during the Policy Period to **Property Insured** shown in the Schedule caused by or resulting from a cause not otherwise excluded.

At the option of the Named Insured, the Company shall either:

- reinstate or replace the **Building** (or any part of it that sustains **Damage**); or
- pay the value of the **Building** (or any part of it that sustains **Damage**) at the time of the **Damage** having regard to physical deterioration, physical depreciation, obsolescence or depletion.

At the Company's option, the Company shall either:

- pay the value of the **General Contents** (or any part of it that sustains **Damage**) at the time of the **Damage** having regard to physical deterioration, physical depreciation, obsolescence or depletion, or
- reinstate or replace the **General Contents** (or any part of it that sustains **Damage**).

The most the Company will pay under Policy 1 Section 1 is the applicable Limit of Insurance shown in the Schedule.

## SECTION 1: EXTENSIONS TO COVER

The following extensions of cover are provided under Policy 1 Section 1 of this Package and are subject to the applicable Limit of Insurance shown in the Schedule.

### Loss Prevention Expenses

Cover under Policy 1 Section 1 is extended to include the reasonable and necessary costs you incur to protect:

- **Buildings**; or
- **General Contents**,

at the Insured Locations from imminent **Damage** caused by or resulting from a cause not otherwise excluded.

### Temporary Removal

Cover under Policy 1 Section 1 is extended to include **Property Insured** whilst temporarily removed from an Insured Location for cleaning renovation, repair or similar purposes, and during inland transit to and from such Insured Location within the **Territorial Limits**.

### Removal of Debris and Cleaning / Clearance of Drains

Cover under Policy 1 Section 1 is extended to include reasonable costs and expenses (unless separately insured) necessarily incurred by the Named Insured, with the consent of the Company:

- in removing debris, dismantling and/or demolishing, shoring up or propping up of the portion or portions of the **Property Insured** which have sustained **Damage**;
- in clearing, cleaning and repairing drains gutters sewers and the like at the Insured Location blocked or damaged as a result of **Damage** by a **Defined Peril**;
- for the removal and safe storage of undamaged **General Contents** otherwise at risk of loss or damage while repairs or reinstatement are undertaken or until it is safe to return such contents, whichever shall occur first.

This extension does not cover costs or expenses:

- incurred in removing debris except from the Insured Location;
- arising from pollution or contamination of property not insured by Policy 1.

### Service Charges

Cover under Policy 1 Section 1 is extended to provide reimbursement, up to a limit of \$2,000 per **Occurrence**, for additional electricity, gas, water, sewerage or telecommunication service charges billed to the Named Insured consequent upon **Damage** to the **Building** caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period.

### Capital Additions

Cover under Policy 1 Section 1 is extended to include, in so far as the same are not otherwise insured:

- any newly acquired **Machinery and Plant** or newly constructed **Buildings**;
- alterations additions and improvements to **Buildings** subsequent to a certificate of completion;
- alterations additions and improvements to **Machinery and Plant**; and
- **General Contents**;

at the Insured Locations, but not in respect of any appreciation in value during the current Policy Period, provided that :

- The Named Insured undertakes to give particulars within 60 days of commencement of the Company's liability and to effect specific insurance before the expiry of the Policy Period and to pay an additional premium on demand.

### Contracting Purchaser's Interest

If at the time of **Damage** the Named Insured has contracted to sell its interest in any **Building**, and the purchase has not been but shall thereafter be completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by them or on their behalf), shall at the option of the Named Insured be entitled to benefit under Policy 1 for such **Damage** without prejudice to the rights and liabilities of the Named Insured or the Company until completion.

### Inadvertent Omissions

The Named Insured having notified the Company of the Named Insured's intention to insure all property in which they are interested and it being their belief that all such property is insured, if any such property shall be found to have been inadvertently omitted, the Company will deem it to be insured within the terms of Policy 1 subject to payment of the premium on all such property as from the inception of Policy 1, or from the date of the Named Insured's interest in such property if it is constructed or purchased after the inception of Policy 1 provided that as soon as the Named Insured is aware of such error or omission, it declares full details to the Company.

### Replacement of Locks and Keys

Cover under Policy 1 Section 1 is extended to include costs incurred as a result of the necessary replacement or adjustment of locks and keys at an Insured Location following theft or attempted theft from such location.

### Refilling of Fire Extinguishment Appliances

If the **Property Insured** is **Damaged** by a cause not otherwise excluded, the Company will pay expenses and charges for which the Named Insured may become liable to pay to any organisation responsible for preserving public safety in respect of the cost of refilling fire extinguishing appliances.

### Glass

Cover under Section 1 is extended to provide reimbursement for costs incurred by the Named Insured in respect of undamaged parts of fixed glass which requires replacing to achieve a consistent and matching appearance to a building in consequence of **Damage** to a **Building**.

### Property at Unspecified Locations

Cover under Policy 1 Section 1 is extended to include **General Contents** whilst at any locations which are not Insured Locations. This extension does not apply to **General Contents**:

- at any newly acquired premises;
- whilst in transit;
- at a job site or temporarily warehoused elsewhere awaiting installation at the job site;
- temporarily removed from an Insured Location for cleaning, renovation, repair or similar purposes; or
- which is deeds or documents.

### Unit Modifications

Cover under Policy 1 Section 1 is extended to provide reimbursement for the reasonable expenses to make modifications to **Your Unit** so that **You** may remain resident in **Your Unit** if **You**, or **Your** spouse (legal or defacto) who lives with **You**, suffer **Permanent Quadriplegia** or **Permanent Paraplegia** during the Policy Period. Reimbursement is limited to \$25,000 per **Unit** for any one **Occurrence**.

### Mortgage Discharge Expenses

Cover under Policy 1 Section 1 is extended to provide reimbursement for the reasonable legal costs to discharge any mortgage on **Your Unit** if the claim the Company pays under Policy 1 is for the total loss of **Your Unit**. The amount of such reimbursement is limited for the Policy Period to \$5,000 per **Unit**.

### Replacement of Valuable Records

Cover under Policy 1 Section 1 is extended to provide reimbursement for the Named Insured for the reasonable expenses of reinstating, replacing, reproducing or restoring **Valuable Records** which are **Damaged** caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period anywhere within the **Territorial Limits**. The amount of such reimbursement for all **Occurrences** is limited to \$100,000 in the aggregate for the Policy Period.

## SECTION 1: SPECIAL PROPERTY BASKET

Cover under Section 1 is extended by the Special Property Basket. This is a Special Limit of Insurance specified in the Schedule for Policy 1 that the Named Insured may elect to apportion over the following types of loss in the event of **Damage** caused by or resulting from a cause not otherwise excluded at the Insured Locations:

### Fine arts

The Company will pay for **Damage to Fine Art**.

### Trees, Shrubs, Plants or Lawns

The Company will pay for damage to trees, shrubs, plants, lawns, rockeries and other established items of landscaping at an Insured Location caused by or resulting from **Damage** at the Insured Location not otherwise excluded.

### Trace and Access

The Company will pay the reasonable costs incurred with the consent of the Company up to a limit of \$25,000 per **Occurrence** (but still subject to the Special Limit of Insurance) to detect the point of escape of substances which:

- have caused **Damage to Property Insured**; or
- risk causing, during the Policy Period, **Damage to Property Insured**.

Subject to the Special Limit of Insurance, the Company will also pay up to \$1,000 for the repair or replacement, if required, of any defective part of the **Building** which caused the escape.

### Arson or Theft Reward

The Company will pay a reward of up to \$10,000 (or any higher amount agreed between the Company and the Named Insured) for information leading to a conviction in respect of arson, theft or vandalism of **Property Insured**.

### Fire Brigade Charges and Extinguishing Expenses

If the **Property Insured** is damaged by a sudden and accidental cause not otherwise excluded, the Company will pay associated fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preserving public safety for which the Named Insured may be assessed including replacing sprinkler heads.

## SECTION 1: SPECIAL CONDITIONS VALUATION

No Special Conditions in this Valuation Section shall increase the amount payable beyond the Limit of Insurance in Policy 1 Section 1.

### Reinstatement Conditions

In the event of **Damage** to the **Property Insured** under Policy 1 Section 1, the basis upon which the amount payable under this Section is to be calculated shall be the cost of:

- Where **Property Insured** is destroyed or lost, the rebuilding of the property if a **Building** or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new, or
- Where **Property Insured** is **Damaged**, the repair of

the **Damage** and the restoration of the damaged portion of the property to a condition substantially the same as but not better than or more extensive than its condition when new.

Subject to the following Special Provisions:

1. The work of reinstatement (which may at the Company's option be carried out upon another site and in any manner suitable to the requirements of the Named Insured, subject to the amount that the Company will pay not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment, beyond the amount which would have been payable under Policy 1 Section 1 if this condition had not been incorporated shall be made.
2. When any **Property Insured** is lost or damaged in part only, the amount that the Company will pay shall not exceed the sum representing the cost, which the Company could have been called upon to pay for reinstatement if such **Property Insured** had been wholly destroyed.
3. No payment beyond the amount which would have been payable under Policy 1 Section 1 if this condition had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred.
4. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under Policy 1 Section 1 if this condition had not been incorporated therein, the rights and liabilities of the Company and the Named Insured in respect of the **Damage** shall be subject to the terms and conditions of the Section as if this condition had not been incorporated.

### Day One Basis (Non-Adjustable)

If the Schedule under Declared Values and **Building** or **General Contents** items for Section 1 of Policy 1 show Declared Values and Sums Insured, then the insurance provided by Policy 1 on the said **Building** or **General Contents** shall be on a **Day One Reinstatement** basis. Limits of Insurance are the Declared Values plus any percentage increase as agreed between the Named Insured and the Company.

### Special Provisions

1. The Named Insured having stated in writing the Declared Value of **Property Insured** the premium has been calculated accordingly.
2. At the inception of each Policy Period, the Named Insured shall notify the Company of the **Declared Value** of the **Property Insured**. In the absence of such declaration, the last amount declared by the Named Insured shall be taken as the **Declared Value** for the ensuing annual Policy period.

3. Where by reason of any of Special Provisions 1 & 2 above no payment is to be made beyond the amount which would have been payable under Policy 1 Section 1 if this condition had not been incorporated therein, the rights and liabilities of the Company and the Named Insured in respect of the **Damage** will be subject to the terms and conditions of the Section as if this memorandum had not been incorporated therein except that the Sums Insured shall be limited to 105.00% of the **Declared Value**.

#### Computer Betterment

In the event that new **Electronic Data Processing Equipment** of like kind and quality is not obtainable, equipment which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as betterment to the Named Insured.

#### Professional Fees

In the event of **Property Insured** being **Damaged** the basis upon which the amount payable by the Company is to be calculated shall include the cost of architects, consulting engineers, legal and other professional fees necessarily incurred by the Named Insured in the reinstatement of the **Property Insured** consequent upon its **Damage** but not for preparing any claim under Policy 1 provided that the Named Insured includes these costs in the declared values at inception of the Policy Period.

#### Floor Space Ratio Index

In the event of any **Building** being **Damaged** so as to constitute total loss or constructive total loss and, as a result of the exercise of Statutory powers and /or authority by any Government Departments, Local Government or any other Statutory Authorities reinstatement of such **Building** as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index:

1. the Company agrees to pay in addition to any amount payable on reinstatement of such **Building** the difference between:
  - 1.1 the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and
  - 1.2 the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.
2. In arriving at the amount payable under (1.1) and (1.2) above, any payments made by the Company shall include the extra cost of reinstatement, including demolition or dismantling of the **Property Insured**, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (1.1) and (1.2) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Named Insured in the reinstatement of the **Buildings**.

#### Loss of Land Value

Notwithstanding the provisions of the exclusions applicable to all Sections of Policy 1:

1. in the event of the absolute refusal by the competent local or government authority to allow the reconstruction of the **Building** following **Damage**, the Company shall pay by way of indemnity the amount of excess of the **Land Value** before over the **Land Value** after the **Damage** to improvements, or
2. in the event of the competent local or government authority allowing only partial reconstruction of the **Building** after **Damage**, the Company shall pay by way of indemnity the deficiency between the **Land Value** after such reconstruction and the **Land Value** before the **Damage**, less any sum paid by way of compensation by such authority arising out of the action referred to in (1) or (2) above.

The liability of the Company shall be limited to \$1,000,000 for any one loss or series of losses arising out of any one **Occurrence** at any one location.

#### Special Conditions

1. Settlement shall be made following the ruling of the competent local or government authority resulting in the loss of **Land Value**. Should settlement have been made however and subsequently the ruling of the competent local or government authority be changed prior to completion of the reconstruction, resulting in an increase in the **Land Value**, that part of the claim paid in excess of the revised **Land Value** shall be refunded to the Company.
2. All differences relating to the **Land Value** arising out of the Policy shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties and in case the two registered valuers do not agree, of a third valuer, appointed by the President of the Australian Institute of Valuers as an expert, whose decision shall be binding.

#### Undamaged Foundations

When **Property Insured** is damaged but its foundations are not destroyed and, due to the exercising of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of the **Property Insured** is carried out upon another site or sites, then the abandoned foundations shall be deemed to have been destroyed. If the presence of the abandoned foundations increases the sale value of the original site, then such increase shall be regarded as salvage and shall be payable to the Company

by the Named Insured upon completion of the sale or shall be deducted from the total amount otherwise payable by the Company under the Policy, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers fail to agree, their differences shall be referred to the decision of a third valuer, appointed by the President of the Australian Institute of Valuers as an expert, whose decision shall be binding.

#### Abandoned Undamaged Portion of a Building

If any **Building** is **Damaged** and due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of such **Building** is carried out upon another site, then the abandoned undamaged portion of such **Building** shall be deemed to have been destroyed; provided that if the presence of such abandoned undamaged portion of the **Building** increases the sale value of the original site, the increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Company by the Named Insured upon completion of any sale of the site or shall be deducted from the total amount otherwise payable by the Company under this Policy, whichever shall occur later. All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers do not agree, their differences shall be referred to the decision of a third valuer, appointed by the President of the Australian Institute of Valuers as an expert, whose decision shall be binding.

#### Extra Cost of Reinstatement

Cover extends to include the extra cost of reinstatement (including demolition or dismantling) of damaged property necessarily incurred to comply with the requirements of any lawful authority imposed after the damage; subject to the following Provisions and subject also to the terms, Conditions, and Limits of Liability of this Section and the Limit of Insurance of Policy 1.

#### Provisions

1. The work of reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid Act, Regulation or By-Law so necessitate, subject to the liability of the Company not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Company shall not be liable to make any payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated herein.
2. The amount recoverable shall not include the additional cost incurred in complying with any such

Act, Regulation, By-Law or requirement with which the Named Insured had been required to comply prior to the happening of the **Damage**.

3. If the cost of reinstatement of damaged **Property Insured** is less than twenty five per cent (25%) of that which would have been the cost of reinstatement if such property had been destroyed, the amount recoverable hereunder shall be limited to the extra cost necessarily incurred in reinstating only that portion damaged.

## SECTION 2: TEMPORARY ACCOMMODATION AND LOSS OF RENT

### Loss of Rent and Temporary Accommodation

The Company will pay **Loss of Rent** or **Temporary Accommodation** (including **Emergency Accommodation**) resulting from interruption of or interference to **Your Unit** consequent upon **Damage** to the **Building** caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period.

However, Policy 1 Section 2 does not cover **Loss of Rent**, **Temporary Accommodation** or **Loss of Building Rent** consequent upon **Damage** that is covered under Policy 1 Section 5 Machinery Breakdown or Policy 4 Machinery Breakdown.

### Loss of Building Rent

The Company will pay **Loss of Building Rent** resulting from interruption of or interference to part of the **Building** consequent upon **Damage** to the **Building** caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period.

### Limit of Liability

The Limit of Liability under Policy 1 Section 2 payable for any one **Occurrence** in any Policy Period in respect of all **Unit** owners and the Named Insured is 15% of the Limit of Insurance in Section 1 of this Policy.

Loss under Policy 1 Section 2 shall be calculated in accordance with the Basis of Settlement.

### Re-Letting Costs

If:

- **Your Unit**; or
- part of the **Building**;

which is normally occupied by a tenant becomes uninhabitable consequent upon **Damage** to **Your Building** then the Company will pay up to \$1,500 for reasonable expenses required to re-let **Your Unit** or that part of the **Building** if the previous tenant does not return.

### Boarding Expenses for Pets

If **You** are entitled to the benefit of **Temporary Accommodation** (including **Emergency Accommodation**) under Policy 1 Section 2 and **You** have pets that are not permitted to stay with **You** under the terms and conditions of the place of **Your** alternative accommodation then the Company will reimburse expenses incurred to board **Your** pets in alternative accommodation for up to 14 days at a rate of up to \$50 per day.

## SECTION 2: BASIS OF SETTLEMENT

### Loss of Rent Payments

The Company will pay **Your Loss of Rent** based on the current actual monthly rent **You** were receiving immediately prior to the loss. Where the **Unit** was intended to be rented but unoccupied at the time of the loss the Company will pay **Your Loss of Rent** based on the average monthly rent received for like units at the location.

### Loss of Building Rent Payments

The Company will pay **Loss of Building Rent** based on the current actual monthly rent the Named Insured was receiving immediately prior to the loss. Where part of the **Building** was intended to be rented but unoccupied at the time of the loss the Company will pay **Loss of Building Rent** based on the average monthly rent received for like premises at similar locations.

### Temporary Accommodation Expenses

The Company will pay **Your Temporary Accommodation** based on the average monthly rent received for like units at the location. The Company will also pay the reasonable costs for removal, storage and return of undamaged **Unit** owners contents.

### Emergency Accommodation Expenses

The Company will pay **Emergency Accommodation** expenses for any owner occupied **Apartment** up to \$250 per night per **Apartment** for a maximum period of 14 days for any one **Apartment**.

## SECTION 2: EXTENSIONS TO COVER

Cover under Section 2 of this Policy is extended to include **Loss of Building Rent**, **Loss of Rent** and **Temporary Accommodation** (excluding **Emergency Accommodation**) expenses resulting from the interruption of or interference with the Named Insured's Business in consequence of:

### Denial of Access

The destruction of or damage to property of a type insured by this Policy excluding the **Property Insured**, located within 1 (one) kilometre of any Insured Location, which prevents or hinders the use of the Insured Location or access thereto.

This extension shall not apply in the event of destruction or damage extending to property of any supply undertaking from which the Named Insured obtains electricity, gas, water or telecommunication services.

### Public Utilities

The destruction or damage to property during the Policy Period at any:

- Generating station or sub-station of any public electricity supply undertaking;
- Land based premises of any public gas supply undertaking or of any natural gas producer linked directly therewith;
- Water works and pumping stations of any public water supply undertaking; or
- Land based premises of any public telecommunications undertaking from which the Named Insured obtains telecommunications services or the cables conveying such services from such undertaking to the Insured Location;

which prevents or hinders the use of the Insured Location or access to it.

For the purposes of this Extension only, the cover commences at the expiration of 24 hours after the interruption or interference with the Named Insured's Business and continues for a maximum indemnity period of thirty (30) days.

For the avoidance of doubt this extension does not apply to damage at or to any over-head and underground communication, transmission or distribution equipment conveying services to the Insured Location.

Cover under Section 2 of this Policy is extended to include loss resulting from the interruption of or interference with the Insured Location, subject always to the applicable Limit of Liability in Policy 1 Section 2, if any, as follows:

### Restrictions on the Use of the Insured Location

The intervention of a public body authorised to restrict or deny access to the Insured Location arising from:

- 1.1 **Notifiable Disease** attributable to food or drink supplied from the location, or
- 1.2 the discovery of an organism likely to cause **Notifiable Disease**;
2. vermin or pests;
3. an accident causing defects in the drain or other sanitary arrangement;
4. murder or suicide;

leading to restriction or denial of the use of the location on the order or advice of the local health authority or other competent authority.

Cover under this Extension does not include the costs incurred in cleaning, repair, replacement, and recall or

checking of property.

For the purposes of this Extension only, the cover commences at the expiration of 24 hours after the intervention of the public body and continues for a maximum indemnity period of thirty (30) days or up to the **Notifiable Disease** limit of \$1,000,000 in the aggregate for all **Unit** owners in any one Policy Period, whichever is the lesser.

It is a condition precedent to any claim relating to closure or restrictions on the use of the Insured Location due to Legionnaires Disease that the Named Insured has carried out tests for Legionnaires Disease in accordance with the applicable legislation or requirements at the required intervals with satisfactory results.

The amount payable to each **Unit** owner will be reduced by any sum saved in respect of such of the charges and expenses of the relevant Insured Location as may cease or be reduced in consequence of the enforcement action and any amount awarded as compensation within the terms of applicable legislation.

#### Accountants Fees

The Company will pay for the reasonable charges payable by the Named Insured to their professional accountants for producing particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of Section 2 of Policy 1 and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents. The amount of such charges that the Company will pay is limited in total to \$50,000 in the aggregate for the Policy Period.

## SECTION 2: SPECIAL CONDITIONS

### Payments on Account

In the event of loss the Company may in their discretion and if requested by the Named Insured, make payments on account during the indemnity period.

## SECTION 3: DECLARED CATASTROPHE EXTENSION

Section 3 is an optional Section of Policy 1 – Property Insurance. The Named Insured must request this Section and pay the required premium before cover is operative.

### Coverage

Should damage occur during the Policy Period arising out of a **Catastrophe** the Company will increase the Limit of Insurance in Policy 1 Section 1 by 15% (with a resultant increase in the Limit of Liability in Policy 1 Section 2 in accordance with the provisions of that Section).

## SECTION 4: MONEY

The Company will pay for **Damage** occurring during the Policy Period to the Named Insured's:

- **Money** at a **Specified Location**;
  - **Money** held by the **Strata Manager**;
- caused by or resulting from a cause not otherwise excluded.

In no event shall the Company's liability exceed in respect of any item insured the applicable Limit of Liability shown in the Schedule.

### Extensions

The Company will pay for **Damage** other than by an excluded cause to:

- any safe strong room or franking machine the property of the Named Insured or for which they are responsible;
- any container whilst being used for carrying **Money** as a result of theft or attempted theft of **Money** unless such **Damage** is otherwise insured;
- clothing and personal effects of any **Office Bearer** or employee of the Named Insured resulting from an assault in an attempt to steal **Money**;

all within the **Territorial Limits**.

## SECTION 4: SPECIAL CONDITIONS

The Named Insured shall take all reasonable care for the safety of the **Money** insured and in the selection and supervision of employees.

## SECTION 4: EXCLUSIONS

In addition to the exclusions contained in Policy 1 under Exclusions applicable to Policy 1, this Section will not cover:

1. loss or shortage due to errors or omissions in receipts or payments, accountancy depreciation, currency fluctuations, or interruption of any kind.
2. any loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer.
3. loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, or irrecoverable for any reason.
4. loss from an unattended vehicle.
5. any loss arising from fraud or dishonesty of any **Employee** of the Named Insured unless such loss is discovered within seven working days after occurrence of the fraudulent or dishonest act.
6. extortion, kidnap or ransom.
7. manuscripts, media tapes and other records of **Money**



8. loss of income, interest or dividends.
9. **Money** in the possession or control of any unauthorised representative of the Named Insured.
10. loss or that part of any loss the proof of which involves in any manner: (1) a profit and loss computation or comparison or (2) a comparison of inventory records with an actual physical count; provided, however, that where the Named Insured establishes wholly apart from such comparison that it has sustained a loss covered under this Policy, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.

- leakage from glands, seals, gaskets or joints;
- fatigue fractured pipes.

#### Increased Cost Of Working

Cover under Policy 1 Section 5 is extended to include, up to a limit of \$50,000, the following costs.

Where **Damage** covered under Policy 1 Section 2 causes interruption to the normal operation of **Machinery and Plant** (excluding **Electronic Data Processing Equipment**) the Company will pay the Named Insured's necessary expenditure for the use of a substitute machine apparatus during the period of interruption but only after deduction of expense amounts the Named Insured would have incurred to maintain normal Business operations.

For the purposes of this extension only, cover for such costs commences at the expiration of 24 hours after the period of interruption commences and continues for a maximum period of thirty (30) days.

### SECTION 5: MACHINERY BREAKDOWN

Subject to the Limit of Liability shown in the Schedule, the Company will pay for **Damage** occurring during the Policy Period arising from abrupt and accidental **Breakdown of Machinery and Plant** (excluding **Electronic Data Processing Equipment**) caused by or resulting from a cause not otherwise excluded.

However, **Damage** covered under Policy 1 Section 5 does not permit cover under Policy 1 Section 2 for **Loss of Rent, Temporary Accommodation** or **Loss of Building Rent**.

#### Expediting Expenses

Cover under Policy 1 Section 5 is extended to include, up to a limit of \$50,000, the costs incurred for reasonable expenses in respect of temporary repairs, overtime, express freight or hiring of temporary plant.

These costs must occur as a result of **Damage** covered under Policy 1 Section 5.

However this extension of cover does not include:

- expenses for overseas specialists or consultants to carry out or supervise repairs;
- air freight by aircraft specifically chartered for the purpose;
- overtime charges which exceed 50% of the cost of carrying out the repairs at ordinary rates;
- any repairs or replacement of hired or loan plant.

#### Insulating Oil Or Refrigerant Costs

Cover under Policy 1 Section 5 is extended to include, up to a limit of \$5,000, the cost to replace:

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

These costs must occur as a result of **Damage** covered under Policy 1 Section 5.

However this extension of cover does not include loss of gas or liquid resulting from:

### SECTION 5: EXCLUSIONS

In addition to the exclusions contained in Policy 1 under Exclusions applicable to Policy 1, this Section will not cover:

1. **Damage** caused by faulty, inadequate or defective installation;
2. **Damage** for which a supplier contractor or repairer is responsible either by law or under contract;
3. **Damage** caused by failure of **Machinery and Plant** to perform in accordance with plans, specifications or as intended;
4. **Damage** caused by freezing caused by or resulting from weather conditions;
5. **Damage** arising out of the wilful act or gross negligence of the Named Insured or their representatives;
6. the cost of complying with Building Regulations or local authority or statutory requirements;
  - i) relating to undamaged property or undamaged portions of property;
  - ii) under which notice has been served prior to the **Damage**.
7. **Damage** to **Machinery and Plant** with a total rated power of over 5 kilowatts.
8. **Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators or lift motor equipment.
9. **Damage** to individual air conditioning units over 7 years of age that service a single unit.

## POLICY 1: EXCLUSIONS APPLICABLE TO POLICY 1

The following exclusions apply to each Section of Policy 1 of this Package except where expressly varied in any Section.

### Excluded Property

Policy 1 of this Package does not cover:

1. water, air, land (including top-soil back-fill drainage or culverts), runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharves, mines, property underground (but not basements, car parks or other such permanent improvements forming part of any **Building that is Property Insured**) and off-shore property;
2. animals, growing crops;
3. trees and other vegetation, including lawns and shrubs, except to the extent insured under the Special Property Basket;
4. jewellery, precious stones, bullion, furs, fine art, curiosities, relics and rare books, except to the extent insured under the Special Property Basket;
5. **Electronic Data**, except when and to the extent insured under Extensions to Cover under Section 1;
6. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within 250 metres of Insured Locations;
7. **Money**, except when and to the extent insured under Policy 1 Section 3;
8. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites);
9. property in transit, except when and to the extent insured under Policy 1 Section 4;
10. property undergoing construction, erection, alteration or addition when the value of work exceeds 10% of the Limit of Insurance in Policy 1 Section 1 or \$500,000 whichever is the lesser;
11. empty premises undergoing demolition;
12. moveable property in the open, textile awnings and blinds in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood or dust;
13. explosives and contraband;
14. property that is or becomes empty or disused for a continuous period in excess of 60 days unless inspected at least once in every 7 days, unless agreed by the Company;
15. property of individual owners and tenants.

### Excluded Causes

Policy 1 of this Package does not cover **Damage** directly or indirectly caused or occasioned by or arising from:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, normal upkeep and making good, frost or any other gradually operating causes;
  - 1.2 escape of liquid from processing equipment where such defined escape is due to the use of equipment by the Named Insured or any **Employee** or other person acting on behalf of the Named Insured, except to the extent insured under the Special Property Basket;
  - 1.3 corrosion, rust, wet or dry rot, mildew, mould, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
  - 1.4 change in temperature, humidity, colour, flavour, texture, smell, scent, disease, smut, smoke or finish;
  - 1.5 changes in the water table level;
  - 1.6 theft or attempted theft, unless involving violent and forcible entry into or exit from the **Buildings** (excluding yards gardens and open spaces) at the Insured Locations;
  - 1.7 asbestos material removal or modification, unless the asbestos forms part of **Property Insured** and itself suffers **Damage** caused by or resulting from a cause not otherwise excluded;
  - 1.8 settling, cracking, shrinkage, or expansion of pavements, foundations, walls, floors, ceilings, or swimming pools;
  - 1.9 joint leakage, failure of welds, cracking, fracturing, nipple leakage, collapse or overheating of: boilers, economisers, super heaters, pressure vessels, tubes or pipes, or any range of steam and feed piping in connection therewith;
  - 1.10 the bursting of a boiler, economiser, vessel, machine or apparatus belonging to or under the control of the Named Insured, other than those in which internal pressure is due to water or steam;
  - 1.11 magnetic flux, mechanical or electrical **Breakdown** or derangement of the particular machine, apparatus or equipment or **Electronic Data Processing Equipment** in which such **Breakdown** or derangement originates (however this exclusion does not apply to coverage granted under Section 5 of Policy 1 or Policy 4 when operative);
- but this shall not exclude subsequent **Damage** or **Loss of Rent, Temporary Accommodation** (including **Emergency Accommodation**) or **Loss of Building Rent** resulting therefrom due to a cause not otherwise excluded.
- 2.1 faulty or defective workmanship, design or materials, misapplication of tools, operational error or omission on the part of the Named Insured or any **Employee**;
  - 2.2 the **Property Insured** undergoing any process, test or commissioning or being actually worked upon;

- 2.3 the correction of defects in design or content of any computer records or program and any costs and expense associated therewith;
- 2.4 the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services;
- 2.5 subsidence, ground heave, erosion or landslip;
- 2.6 incorrect siting of **Buildings** consequent upon:
  - error in architectural design or specification,
  - non compliance by the Named Insured (or anyone acting on behalf of the Named Insured) with the necessary permits issued by Government, Public or Local Authorities,

but this shall not exclude subsequent **Damage, Loss of Building Rent, Loss of Rent or Temporary Accommodation** (including **Emergency Accommodation** expenses) resulting from a **Defined Peril**.

- 3.1 loss of market or delay;
- 3.2 any wilful act or neglect of the Named Insured or any **Office Bearer, Employee** or volunteer of the Named Insured that increases any loss insured under this Policy;
- 3.3 the Named Insured or any **Office Bearer or Employee** of the Named Insured parting with title or possession of any property if induced to do so by any fraudulent scheme, trick or pretence, misrepresentation (whether verbal or not) or concealment;
- 3.4 acts of fraud or dishonesty by any **Office Bearer, Employee**, authorised representative or agent of the Named Insured or any other person to whom the Named Insured entrusts **Property Insured**;
- 3.5 disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- 3.6 a safe or strong room being opened by the use of a key or combination code through the key or combination having been left in:
  - any office of the **Building**;
  - the same room as the safe or a room or area containing the strong room; or
  - an adjacent area to the safe or strong room; outside business hours;
- 3.7 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure, or destruction by the government or any public authority;
- 3.8 or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence of loss including any cost or expense of whatsoever nature directly or indirectly incurred by the Named Insured;
- 3.9 any action taken in controlling, preventing, suppressing or in any way relating to any act of

**Terrorism**. In respect of Exclusions 3.8 and 3.9, if the Company alleges that by reason of these exclusions any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Named Insured;

- 3.10 any act of strikers locked out workers or persons taking part in labour disturbances;
- 3.11 malicious damage or vandalism (except in respect of **Damage to any Property Insured and Loss of Building Rent, Loss of Rent** (including **Emergency Accommodation** expenses) and **Temporary Accommodation** caused by or resulting from fire or explosion), bursting overflowing freezing discharging or leaking of water tanks apparatus pipes heating cooling or fire protection systems when the Insured Locations are empty or disused for a continuous period of thirty days or more;
- 3.12 pollution or contamination, except in respect of **Damage to the Property Insured** caused by or resulting from:
  - pollution or contamination which itself results from a **Defined Peril**;
  - a **Defined Peril** which itself results from pollution or contamination;
- 3.13 physical loss, destruction or damage occasioned by or happening through:-
  - flood, which shall mean the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified), or of any reservoir, canal or dam;
  - water from or action by the sea, tidal wave or high water.
  - Nor does this Policy of this Package cover:
- 4.1 **Damage**, distortion, erasure, corruption or alteration of **Electronic Data** from **Malicious Programming** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, but this shall not exclude subsequent **Damage** caused by or resulting from fire or explosion.
- 4.2 **Damage to Property Insured** or any loss or expense whatsoever resulting or arising there from or any **Loss of Building Rent, Loss of Rent** (including **Emergency Accommodation** expenses) or **Temporary Accommodation** or any liability whatsoever directly or indirectly caused by or contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other

hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.3 **Damage** to any **Building** or other structure caused by or resulting from its own cracking or collapse.

4.4 **Damage to Property Insured:**

- caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
- resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair except in respect of **Damage to any Property Insured and Loss of Building Rent, Loss of Rent and Temporary Accommodation** (including **Emergency Accommodation** expenses) caused by or resulting from fire or explosion;
- being the solidification of molten material except in respect of **Damage to any Property Insured** caused by or resulting from a **Defined Peril**.

## POLICY 1: CONDITIONS APPLICABLE TO POLICY 1

The following conditions apply to each Section of Policy 1 of this Package except where expressly provided to the contrary.

### Limits of Insurance

In no event shall the Company's liability for any one loss or series of losses arising out of one event exceed:

- In respect of any Section the Limit of Liability or Limit of Insurance for Policy 1 shown in the Schedule; or
- In respect of any extension of cover the limit of liability shown in the Schedule;

whichever is the lesser sum.

All extensions of cover are subject to the applicable Limit(s) of Liability or Limit of Insurance set out in the Schedule and, where stated, other limitations stated elsewhere in Policy 1.

### Misrepresentation and Non-Disclosure

If the Named Insured -

1. failed to disclose any matter which the Named Insured was under a duty to disclose to the Company; or
2. made a misrepresentation to the Company before this Policy was entered into and if the Company would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation;

then

1. the liability of the Company in respect of any claim will be reduced to an amount to place the Company in the same position in which the Company would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
2. if the non-disclosure or misrepresentation was fraudulent, the Company may avoid this Policy.

### Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Named Insured or anyone acting on the Named Insured's behalf to obtain any benefit under this Policy, or if any **Damage** be occasioned by the wilful act or with the connivance of the Named Insured, the Company without prejudice to any other right the Company might have under this Policy, shall be entitled to refuse to pay such claim.

### Action by the Named Insured

In the event of **Damage** for which a claim is or may be made under this Policy the Named Insured shall:

1. notify the Company immediately;
2. notify the Police authority immediately it becomes evident that any **Damage** has been caused by theft or attempted theft or by malicious persons;
3. carry out and permit to be taken any action which may reasonably be practicable to prevent minimise or check any further **Damage** or interruption or interference with the Named Insured's Business;
4. deliver to the Company at the Named Insured's expense:
  - 4.1 full information in writing of circumstances, nature and amount of **Damage**,
  - 4.2 details of any other insurance on any **Property Insured**,
  - 4.3 all such proofs and information relating to the claim as may be reasonably required,
  - 4.4 if demanded, a statutory declaration of the truth of the claim and of any matters connected with it,

within thirty (30) days after such **Damage** (7 days in the case of **Damage** caused by theft or attempted theft riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow.

If the event is one in consequence of which a claim may be made under Policy 1 Section 2 of the Policy, the Named Insured shall, not less than thirty (30) days after the expiry of the indemnity period or within such further time as the Company may allow, deliver to the Company:

- written particulars of their claim together with details of all other insurances covering property used by the Named Insured at the Insured Location for the purpose of the Named Insured's Business or any part of it or any resulting in **Loss of Building Rent, Loss of Rent**

(including **Emergency Accommodation** expenses) or **Temporary Accommodation**;

- such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

If the terms of this condition have not been complied with any payment already made on account in respect of the claim already shall be repaid to the Company forthwith and the Company shall have no further obligation to make payment with respect to that claim.

### Reinstatement

If any **Property Insured** is to be reinstated or replaced by the Company, the Named Insured shall at their own expense provide all such plans, documents, books and information as may reasonably be required. The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any item insured more than its Sum Insured or the Limit(s) of Liability (whichever is less).

### Alteration

Section 2 of Policy 1 will be avoided or reduced to the extent permitted by Australian law, if after the commencement of this insurance:

1. the Named Insured's Business is wound up or carried on by a liquidator or receiver or permanently discontinued, or
2. the interest of the Named Insured ceases, or
3. any alteration is made either in the Named Insured's Business or in the Insured Location or property therein whereby the risk of loss destruction or **Damage** is increased,

unless agreed in advance by the Company in writing.

All other Sections of Policy 1 of this Package shall be avoided or reduced to the extent permitted by Australian law in respect of any **Property Insured** altered after the commencement of this insurance:

1. by removal;
2. whereby the risk of **Damage** is increased; or
3. whereby the interest of the Named Insured ceases except by operation of law;

unless agreed in advance by the Company in writing.

### Inspection

The Company shall have the right to inspect the **Property Insured** at all reasonable times during the Policy Period. The Named Insured agrees to make available the **Property**

**Insured** at no expense to the Company to enable the Company to carry out such inspections and report thereon.

### Reasonable Precautions

At all times during the Policy Period the Named Insured shall take all reasonable precautions to prevent **Damage**.

### Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased, unknown to or beyond the control of the Named Insured, providing that the Named Insured immediately they become aware of any such thing, shall give notice to the Company and pay an additional premium if required.

### Fire Protection Devices

In respect of any automatic sprinkler or automatic fire alarm installations or any other fire protection in the Insured Location the Named Insured shall so far as their responsibility extends take all reasonable steps to:

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

### Fire Extinguishing Appliance

The Named Insured shall keep the fire extinguishing appliances in working order during the Policy Period of this Policy.

### Workmen

Workmen are permitted in or about any of the Insured Locations for the purposes of carrying out minor alterations, repairs, decoration and maintenance without prejudice to this insurance.

### Other Insurance

The Named Insured shall give written notice as soon as practicable to the Company of any other insurance or insurances effected covering the **Property Insured**.

### Statutory Regulations

In respect of any vessel, machinery or apparatus or its contents, belonging to or under the control of the Named Insured which requires examination to comply with any Statutory Regulations cover against **Damage** caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a Policy or other contract providing the required inspection service.

### Company's Right following a Claim

On the happening of **Damage** in respect of which a claim is made the Company and any person authorised by the Company may, without thereby incurring any liability or diminishing the Company's rights under this Policy, enter,

take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Company any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner. No **Property Insured** may be abandoned to the Company whether taken possession of by the Company or not.

### Salvage

If any **Damaged Property Insured** is recovered by the Named Insured after a loss payment is made the Named Insured must give the Company prompt notice.

If any recovered property has a salvage value, the Company shall control the disposition of such salvage.

When **Property Insured** is recovered the Named Insured may keep the:

- recovered property and return the loss payment to the Company; or
- loss payment and the Company will keep the recovered property.

When any recovered **Property Insured** which the Named Insured chooses to keep is in need of repair the Company will pay for the repairs subject to the:

- Applicable Limit of Insurance shown in the Schedule; and
- Policy basis of settlement conditions.

If any recovered **Property Insured** has a salvage value or if there is any money recovered through subrogation such recoveries shall be applied net of the expense of such recovery in the following order:

- first to the Named Insured for any uninsured **Damage** from an insufficient Limit of Insurance or Limit of Liability of Policy 1;
- second to the Company for any amounts paid in settlement of the Named Insured's claims under Policy 1; and
- third to the Named Insured for any deductible amount that the Named Insured paid or penalties the Named Insured paid as a result of coinsurance.

The Company shall determine the amount of **Damage** on the basis that it would have been settled had the amount of the recovery been known at the time the **Damage** was originally determined.

If there are expenses:

- in recovering any **Damaged Property Insured**; or
- as a result of subrogation;

the Company shall share the expense with the Named Insured and any company, which provided excess insurance in proportion to their respective shares. If there is no recovery and proceedings are conducted solely by the Company, the Company shall bear the expenses of the proceedings.

### Subrogation

The Company shall have rights of subrogation to all the Named Insured's rights of recovery against any person or organisation before or after any payment under this insurance. The Named Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Named Insured shall do nothing after loss to prejudice such rights.

If the Company makes any recovery as a result of such action, the Named Insured may only recover from the Company any amount by which the amount recovered by the Company exceeded the amount paid to the Named Insured by the Company in relation to the loss.

### Strata Manager Acts

The Named Insured's rights under Policy 1 will not be reduced or eliminated due solely to any failure, error, act or omission of the **Strata Manager** while acting on behalf of the Named Insured.

### Cancellation of Policy

1. This Policy may be cancelled at any time at the request of the Named Insured, in which case the Company will retain the customary short-period rate for the time this Policy has been in force.
2. The Company may cancel this Policy by giving the Named Insured written notice to that effect where -
  - 2.1 the Named Insured or any person who was at any time the insured failed to comply with the duty of utmost good faith;
  - 2.2 the person or entity who was the Named Insured at the time when this Policy was entered into failed to comply with the duty of disclosure;
  - 2.3 the person or entity who was the Named Insured at the time when this Policy was entered into made a misrepresentation to the Company during the negotiations for this Policy but before it was entered into;
  - 2.4 the Named Insured or any person who was at any time the Named Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the Premium;
  - 2.5 the Named Insured has made a fraudulent claim under this Policy or any other Policy of insurance (whether with the Company or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover;
  - 2.6 the Named Insured failed to notify the Company of any specific act or omission where such notification is required under the terms of this Policy; or
  - 2.7 the Named Insured acted in contravention of or omitted to act in compliance with any condition

of this Policy which empowers the Company to refuse to pay, or reduce its/their liability in respect of, a claim in the event of such contravention or omission.

### Governing Law and Jurisdiction

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia. If the Named Insured or anybody else sues the Company as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against the Company must be brought in and determined exclusively in an Australian court of competent jurisdiction.

### Headings

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

## POLICY 1: DEFINITIONS APPLICABLE TO POLICY 1

### Apartment

means a lot forming part of a **Building** at the Insured Location used solely for residential purposes.

### Commercial Strata

means any Strata Company, Body Corporate, Strata Corporation or Owners Corporation formed pursuant to applicable Australian Unit or Strata Titles legislation.

### Breakdown

means the actual failure, distortion, breaking or burning out of any part of a machine whilst in use arising from either mechanical or electrical defects in the machinery or failure or fluctuation of the electricity supply causing sudden stoppage of the functions thereof and necessitating repair or replacement before it can resume working. It shall not include within its meaning damage from any extraneous cause.

### Building

means buildings as defined by the applicable state or territory strata legislation at the Insured Location specified in the Schedule and, to the extent not otherwise defined by such legislation, includes fixtures permanently annexed to such buildings by, and for the exclusive use of, a **Unit** owner that thereby become part of the property of the building.

### Catastrophe

means an event affecting multiple properties and is determined by the Ministerial Declaration of a Disaster Zone or State of Emergency in an area including the **Property Insured**.

### Damage

means direct physical:

- loss of, or
- destruction of, or
- damage to

the **Property Insured** from any sudden and accidental cause except as hereinafter excluded.

### Day One Reinstatement

The values of the **Buildings** and **General Contents** declared by the Named Insured represent the values as at the first day in the Policy Period.

### Declared Value

means the Named Insured's assessment of the Cost of Reinstatement of the **Property Insured** arrived at in accordance with the Reinstatement extension/condition at the level of costs applying at the inception of the annual Policy Period (ignoring inflationary factors which may operate subsequently) together, insofar as the insurance by the item provides due allowance for, with:

- the additional cost of reinstatement to comply Public Authorities requirements;
- professional fees;
- debris removal costs.

### Defined Peril

means:

- fire;
- lightning;
- explosion;
- aircraft or other aerial devices or articles dropped there from;
- riot;
- civil commotion; strikers;
- locked-out workers;
- persons taking part in labour disturbances;
- malicious persons;
- theft or attempted theft following violent and forcible entry into or exit from the Insured Location;
- earthquake; storm;
- escape of water from any tank apparatus or pipe;
- impact by any road vehicle or animal.

### 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.

### Electronic Data Processing Equipment

means:

- computers, computer equipment, computer peripherals;
- climate control, and protection equipment, used solely for data processing operations; Separately identifiable and removable component computer devices that are attached to covered property and are designed to control such property, but not the property itself;
- telecommunications equipment used solely for data protection operations, interconnecting wiring and peripheral equipment used in connection therewith;
- generating and regulating equipment used solely for data protection operations, detection and protection equipment, interconnecting wiring and pipework, and storage equipment used in connection therewith,

owned by, or for which the Named Insured is legally liable.

### Electronic Data Processing Media

means computer records and/or media or storage devices (whether used or unused) programmes (but excluding the value to the Named Insured or the information therein); storage racking and carrying cases, owned by or for which the Named Insured is legally liable.

### Emergency Accommodation

means reasonable emergency accommodation due to an owner occupied **Apartment** being uninhabitable.

### Employee

means any person under a contract of service or apprenticeship with the Named Insured or any person supplied to or hired or borrowed by the Named Insured while engaged in the course of the Named Insured's Business.

### Fine art

means:

- paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
- items of rarity or historical value.

### General Contents

means all common area contents of **Buildings** including:

- machinery, plant, fixtures and fittings other than landlord's fixtures and fittings, and trade utensils;
- plans and designs;
- **Electronic Data Processing Equipment, Electronic Data Processing Media and Mobile Communication Property;**

but this does not include contents belonging to **Unit** owners.

### Land Value

means the sum certified by the Valuer General as being the value of the land at the Insured Location after due allowance has been made for variations in or special circumstances affecting such value either before or after the **Damage** or which would have affected the value had the **Damage** not occurred so that the figures thus adjusted shall represent as near as may be reasonably practicable the true value of the land at the Insured Location pertaining both before and after the **Damage**.

### Loss of Building Rent

means rental loss experienced by the Named Insured during the period part of the **Building** remains uninhabitable in circumstances where that part of the **Building** is normally occupied by a tenant.

It also means loss of rent experienced by the Named Insured until part of the **Building** is re-let, up to a maximum of sixty (60) days, after that part of the **Building** becomes habitable in circumstances where:

- that part of the **Building** was tenanted at the time of the loss;
- the tenant did not resume the lease; and
- there is no provision for payments under a current lease agreement.

### Loss of Rent

means rental loss experienced by **You** during the period **Your Unit** remains uninhabitable in circumstances where **Your Unit** is normally occupied by a tenant.

It also means loss of rent experienced by **You** until **Your Unit** is re-let, up to a maximum of sixty (60) days, after **Your Unit** becomes habitable in circumstances where:

- **Your Unit** was tenanted at the time of the loss;
- the tenant did not resume the lease; and
- there is no provision for payments under a current lease agreement.

### Machinery and Plant

means any:

- boiler, fired pressure vessel, unfired pressure vessel normally subject to vacuum or internal pressure other than weight of its content, refrigerating and air conditioning vessels, including metal piping and accessory equipment connected thereto;
- mechanical or electrical machine apparatus used for the generation, transmission or utilisation of mechanical or electrical power; and
- electrical and electronic equipment other than **Electronic Data Processing Equipment**.

**Machinery and Plant** does not mean any:



1. part of a boiler or fired vessel or electric steam generator that does not contain steam or water;
3. insulating or refractory material;
4. non-metallic vessels, equipment, machines and apparatus, including their glass lining and non-metallic parts;
5. glass linings of vessels, equipment, machines and apparatus;
6. catalyst;
7. piping, vessels or electrical cables, not enclosed in conduit, buried directly in the ground;
8. sewer piping;
9. sprinkler system piping or water piping other than:
  - 9.1 feedwater piping between any steam boiler and its feed pumps or injectors;
  - 9.2 steam boiler condensate return piping; and
  - 9.3 metal water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;
  - 9.4 part of an unfired pressure vessel that is not under:
    - 9.5.1 pressure; or
    - 9.5.2 internal vacuum.

### Malicious Programming

means an illegal or malicious entry into electronic data or a system, which results in, functions that: distort, corrupt, manipulate, copy, delete, destroy, or slow down such electronic data or system.

Malicious programming does not mean: theft of telephone services or **Damage to Electronic Data Processing Equipment, Electronic Data or Mobile Communication Property**.

### Management Committee

means any executive committee, council or committee of management, exercising statutory and/or management powers on behalf of the **Commercial Strata** that is a Named Insured.

### Mobile Communication Property

means cellular telephone; laptop computers; pagers; personal digital assistants; mobile hand held global positioning systems; and other hand held communication devices.

### Money

means 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, travellers cheques, securities and negotiable instruments.

### Notifiable Disease

means illness sustained by any person resulting from food or drink poisoning or any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated must be notified to them, and legionnaires disease.

### Occurrence

for the purposes of Policy 1 Section 1 means:

1. for earthquake, including any resulting tsunami:
  - 1.1 one earthquake: or
  - 1.2 a series of earthquake shocks occurring within any period of 72 hours;
2. for volcanic eruption:
  - 2.1 one volcanic eruption; or
  - 2.2 a series of volcanic eruptions occurring within any period of 72 hours;
3. for windstorm involving, in whole or in part, any of the perils of weather:
  - 3.1 one weather event, or
  - 3.2 a series of related weather events occurring within 72 hours;
4. for all other perils:
  - 4.1 one event; or
  - 4.2 a series of causally related events that:
    - contribute concurrently to; or
    - contribute in any sequence to, the **Damage**.

For the purposes of this definition, any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions will be deemed to occur at the time of the first shock or eruption.

### Office Bearer

means a member of the **Management Committee**.

### Paraplegia

means total paralysis of both legs and part or whole of the lower half of the body.

### Permanent

as used with respect to disablement (including **Paraplegia** and **Quadriplegia**), means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

### Property Insured

means **Buildings** and **General Contents** belonging to the Named Insured or held by the Named Insured in trust or on commission for which the Named Insured is responsible and any building or other property used by the Named Insured at the Insured

Location for the purposes of the Named Insured's Business except as hereafter specifically excluded.

#### Quadriplegia

means total paralysis of both legs and both arms.

#### Specified Location

means:

- in the **Buildings** at the Insured Locations;
- in residences of the Named Insured's **Office Bearers** and **Employees**;
- in a bank night safe until removed by a bank official;
- in transit in the personal custody of the Named Insured's **Office Bearers** or **Employees**.

#### Temporary Accommodation

means alternative accommodation required due to **Your Unit** remaining uninhabitable.

#### Territorial Limits

means Australia.

#### Terrorism

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

#### Unit

means a lot used for business purposes. Where the **Body Corporate** includes lots used for residential purposes this definition extends to include those residential units.

#### Valuable Records

means **Commercial Strata** computer system records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

#### You/Your

For the purposes of Policy 1 is an owner of a **Unit**.

# POLICY 2: GENERAL LIABILITY

## Insurance Contract

Please read the entire Policy carefully. The terms and conditions of this insurance include the various sections of this insurance: Coverages; Investigation, Defence And Settlements; **Territorial Limits**; Who Is An Insured; Limits Of Insurance; Exclusions; and Conditions, as well as the Schedule and any Endorsements made a part of this insurance.

Throughout this insurance the words “you” and “your” refer to the Named **Insured** shown in the Schedule and other persons or organisations qualifying as a Named **Insured** under this insurance. The words “we,” “us” and “our” refer to the **Company** providing this insurance.

In addition to the Named **Insured**, other persons or organisations may qualify as **Insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance.

Words and phrases that appear in “**Bold**” print have special meanings and are defined in the Policies 2-6 Definitions section of this insurance.

## COVERAGES

### Bodily Injury And Property Damage Liability

1. Subject to all of the terms and conditions of this insurance, we will pay damages that the **Insured** becomes legally obligated to pay by reason of liability:
  - 1.1 imposed by law; or
  - 1.2 assumed under an **Insured Contract**;
 for **Bodily Injury** or **Property Damage** that happens:
  - 1.3 within the **Territorial Limits**; and
  - 1.4 in connection with your Business as described in the Schedule;
 caused by an **Occurrence** to which this coverage applies.
2. This coverage applies only to such **Bodily Injury** or **Property Damage** that happens during the Policy Period.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

### Personal Injury Liability

1. Subject to all of the terms and conditions of this insurance, we will pay damages that the **Insured** becomes legally obligated to pay by reason of liability:
  - 1.1 imposed by law; or
  - 1.2 assumed under an **Insured Contract**;
 for **Personal Injury** caused by an act, provided that such act happens:
  - within the **Territorial Limits**; and
  - in connection with your Business as described in the Schedule; to which this coverage applies.
2. This coverage applies only to such **Personal Injury** caused by an act first happening during the Policy Period.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

### Investigation, Defence And Settlements

Subject to all of the terms and conditions of this insurance, we have the right, but no obligation, to defend the **Insured**. We may exercise such right at our sole discretion.

If we are defending the **Insured** against a claim or part of a claim, to which this insurance applies, then we will pay **Claim Defence Expenses** in connection with such claim or part of such claim to defend the **Insured**.

If the **Insured** is defending against a claim or part of a claim, to which this insurance applies, then we will reimburse you for **Claim Defence Expenses** in connection with such claim or part of such claim that the **Insured** pays in such defence.

We may, at our discretion, investigate any **Loss events** and make any settlement, regardless of whether any claim has been made.

We may, at our discretion, pay at any time:

- any amount for which any claim can be settled; or
- the applicable Limit Of Insurance (after deduction of any amounts already paid);

and then we shall be under no further obligation or liability in respect of any claims.

The most we will pay (including reimbursements) hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

### Who Is An Insured

Each of the following qualify as an **Insured** under this insurance.

#### Named Insured

Any **Commercial Strata** shown in the Schedule qualifies as a Named **Insured**.

#### Members, Officers, employees

Members, **Officers**, employees, work experience persons and voluntary workers of yours are **Insureds**, but only while acting within the scope of their duties in such capacity.

#### Limitations On Who Is An Insured

1. No person or organisation is an **Insured** with respect to the conduct of any person or organisation that is not shown as a Named **Insured** in the Schedule.
2. No person or organisation is an **Insured** with respect to the:
  - 2.1 ownership, maintenance or use of any assets; or
  - 2.2 conduct of any person or organisation whose assets, business or organisation;  
you acquire, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act that happens, in whole or in part, before such acquisition is executed, including any continuation or resumption of any such injury, damage or act at any time.
3. No person or organisation is an **Insured** with respect to the:
  - 3.1 ownership, maintenance or use of any assets you acquire;
  - 3.2 conduct of any person or organisation whose assets, business or organisation you acquire; or
  - 3.3 conduct of any organisation you form;  
during the Policy Period, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act happening, in whole or in part (including any continuation or resumption thereof at any time), later than:
    - 90 days after such acquisition or formation is executed; or
    - the end of the Policy Period;whichever comes first, unless:
    - you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
    - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the Policy Period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
    - you accept such terms and conditions.

4. No:

- 4.1 proprietor, lot owner or unit holder; or
- 4.2 other person or organisation;

is an **Insured** with respect to their private ownership, interest in or entitlement to any lot, unit or strata title in Your Building as described in the Schedule.

### LIMITS OF INSURANCE

The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay, regardless of the number of:

- **Insureds**;
- claims or **Loss events**; or
- persons or organisations making claims.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Schedule, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

#### Deductible

Amounts that are:

- within the Deductible; and
- described as reducing the Limits Of Insurance;

will reduce the applicable aggregate limit available for any other payment.

The Limits Of Insurance will not be increased or reinstated by any Deductible or any amount that you must reimburse to us in connection with any Deductible.

#### Each Occurrence Limit

The Each **Occurrence** Limit is the most we will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for **Bodily Injury** and **Property Damage** arising out of any one **Occurrence** or series of **Occurrences**. All related **Occurrences** and all series of continuous, repeated or related **Occurrences** shall be deemed one **Occurrence**.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each **Occurrence** Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

#### Each Act (Personal Injury) Limit

The Each Act (**Personal Injury**) Limit is the most we will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That

Reduce The Limits Of Insurance for **Personal Injury** arising out of any one act or series of acts. All related acts and all series of continuous, repeated or related acts shall be deemed one act.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Act (**Personal Injury**) Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

#### Pollution Aggregate Limit

Subject to the Each **Occurrence** Limit and all other limits, the Pollution Aggregate Limit is the most we will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with **Pollutants**.

Any such sum we pay will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

#### Payments That Reduce The Limits Of Insurance

- Any damages we pay will reduce the Limits Of Insurance.
- Payments we make under the Investigation, Defence And Settlements section of this insurance for **Claim Defence Expenses** will not reduce the Limits Of Insurance.

## EXCLUSIONS

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance.

#### Aircraft or Watercraft

This insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance, use (use includes operation and **Loading or Unloading**) or entrustment to others of any:

- **Aircraft**; or
- **Watercraft**;

by or on behalf of any **Insured**.

With respect to **Bodily Injury** or **Property Damage** only, this exclusion does not apply to a **Watercraft**:

- while ashore on premises owned by or rented to you;
- under 8 metres in length; or
- operated by an independent contractor.

#### Aircraft Products

This insurance does not apply to any damages, loss, cost or expense arising out of any **Aircraft** product or any missile

or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any **Aircraft**, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labour or service relating to any of the foregoing.

#### Antitrust, Restraint Of Trade, Including Trade Practices Act

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged:

1. anti-competition, interference with economic relations (including interference with contractual relations or with prospective advantage), monopolization, predatory unfair business or trade practice, or other similar practices.
2. violation of any judicial, regulatory or statutory law:
  - 2.1 relating to any practice described in subparagraph 1. above; or
  - 2.2 designed, in whole or in part, to:
    - ensure or maintain competition within a marketplace; or
    - prevent or prohibit any practice that adversely affects a marketplace.
3. violation of any judicial, regulatory or statutory law designed, in whole or in part, to ensure or maintain marketplace integrity against practices of persons or organizations who participate or conspire to participate in racketeering.
4. breach of the Trade Practices Act 1974 (Commonwealth of Australia) or similar legislation enacted by the Commonwealth of Australia or its States or Territories, provided that this exclusion will not apply to a claim resulting from unintentional breach of Part V of the Trade Practices Act 1974 (Commonwealth of Australia) or equivalent provisions contained in similar legislation enacted by the Commonwealth of Australia or its States or Territories.

### Asbestos

1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Asbestos**.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any:
  - 2.1 demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Asbestos**; or
  - 2.2 claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Asbestos**.

### Contract Works Activities

This insurance does not apply to any damages, loss, cost or expense arising out of **Contract Works Activities** undertaken by you or on your behalf where the total cost of such works exceeds \$500,000 or 10% of the Limit of Insurance in Policy 1 Section 1 of this Package whichever is the lesser.

### Contracts

This insurance does not apply to any damages, loss, cost or expense for which the **Insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages to which this insurance applies:

- that such **Insured** would have in the absence of such contract or agreement; or
- assumed in an **Insured Contract**.

### Damage To Owned Property

This insurance does not apply to any damages, loss, cost or expense arising out of **Property Damage** to any property owned by the **Insured**.

### Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to any damages, loss, cost or expense arising out of **Property Damage** to any property in the **Insured's** physical custody or under the **Insured's** legal control.

This exclusion does not apply to **Property Damage** to:

- premises that are rented or leased to you; or
- **Vehicles** (not used by any **Insured** or on any **Insured's** behalf) that happens in your car park, unless arising out of any part of any **Insured's** business of ownership or operation of a car park for reward.

### Employer's Liability, Statutory Obligations To Employees Or Employment-Related Practices

1. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any employee of the **Insured** arising out of and in the course of:
  - 1.1 employment by the **Insured**; or
  - 1.2 performing duties related to the conduct of the **Insureds' Business**.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any obligation for which any **Insured** may be held liable under any Workers Compensation Act enacted by the Commonwealth of Australia or its States or Territories, or any act, law, ordinance, regulation, industrial award or agreement or determination, similar to any of the foregoing anywhere in the world.
3. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any person, whether or not sustained in the course of employment by any **Insured**, arising out of any employment-related act, omission, Policy, practice or representation directed at such person, happening in whole or in part at any time.

Paragraph 1. above does not apply to the liability for damages to which this insurance applies for:

- **Bodily Injury** assumed by the **Insured** in an **Insured Contract**; or
- **Bodily Injury** or **Personal Injury** to a person in the service of the **Insured** in Western Australia where the **Insured** is deemed the employer of such person by reason only of Section 175 of the *Workers' Compensation and Injury Management Act 1981 (WA)*.

### Exemplary or Punitive Damages, Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

### Expected Or Intended Injury Or Damage

This insurance does not apply to any damages, loss, cost or expense arising out of any **Occurrence**, act or failure to act:

- intended by the **Insured**; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause injury or damage, even if the actual injury or damage is of a different degree or type than intended or expected.

This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or tangible property.

### Information Distribution Laws

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- the Spam Act 2003 (Commonwealth of Australia) or similar legislation enacted by the Commonwealth of Australia or its States or Territories; or
- any other statute, law, ordinance or regulation enacted anywhere in the world relating to communicating, distribution, publication, sending or transmitting of content, information or material.

### Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organisation (including any **Insured**) of any **Intellectual Property Law or Right**, regardless of whether this insurance would otherwise apply to all or part of such actual or alleged damages, loss, cost or expense in the absence of any such actual or alleged assertion, infringement or violation.

### Management Committee Liability Policy Coverage

This insurance does not apply to any damages, loss, cost or expense arising out of a **Loss event** for which insurance coverage is accepted by us under Policy 5 Management Committee Liability which forms part of our Commercial Strata Elite Package currently or previously issued by us in respect of Your Building as described in the Schedule.

### Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Personal Injury - Various

This insurance does not apply to any damages, loss, cost or expense for **Personal Injury** arising out of any:

1. breach of contract.
2. act happening, in whole or in part, before the beginning of the Policy Period, including any continuation or resumption of any such act at any time.
3. electronic, oral, written or other publication of content or material by or with the consent of the **Insured**:
  - 3.1 with knowledge of its falsity; or

- 3.2 if a reasonable person in the circumstances of such **Insured** should have known such content or material to be false.
4. continuation or resumption of any act after:
  - 4.1 such act is **Deemed Known** to have happened or to have begun.
  - 4.2 the later of the end of the Policy Period of:
    - this insurance; or
    - a subsequent, continuous renewal or replacement of this insurance:
      - that is issued to you by us or by an affiliate of ours; and
      - which would otherwise apply to **Personal Injury**.

### Pollution

1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any:
  - 2.1 demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - 2.2 claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

Paragraphs 1. and 2. above do not apply to the liability for damages for **Bodily Injury** or **Property Damage** if caused by a discharge, dispersal, release or escape that is sudden and accidental and which happens in its entirety at a specific place and time.

Notwithstanding the above, this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**:

- happening in the United States of America or Canada, or their territories or possessions; or
- in respect of which an action for damages is brought in the courts of the United States of America or Canada, or their territories or possessions.

### Private Lot, Unit Or Strata Title Interests

This insurance does not apply to any damages, loss, cost or expense arising out of any privately held lot, unit or strata title owned by a party other than the **Commercial Strata**.

### Professional Services

This insurance does not apply to any damages, loss, cost or expense arising out of:

- the rendering of or failure to render any professional advice, service or instruction or any error or omission connected therewith; or
- any advice, design, formula or specification given for a fee;

regardless of whether or not:

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

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

### Product Liability

This insurance does not apply to any damages, loss, cost or expense arising out of any good or product manufactured, constructed, erected, installed, repaired, serviced, treated, sold or supplied by you or on your behalf.

### Terrorism

This insurance does not apply to any damages, loss, cost or expense arising out of **Terrorism** or any action in controlling, preventing, suppressing or in any way relating to **Terrorism**.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

### Vehicles

This insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance or use of any **Vehicle** in respect of which there is required by law to be in force a Policy of compulsory liability insurance or contribution to a statutory fund for that purpose.

1. This exclusion does not apply to **Bodily Injury** that is not covered by compulsory liability insurance or any statutory fund unless by reason of any:
  - 1.1 breach of legislation relating to **Vehicles**;
  - 1.2 failure to effect compulsory liability insurance or contribute to any statutory fund; or
  - 1.3 financial inadequacy of a provider of compulsory liability insurance or any statutory fund.
2. In the absence of any such insurance or fund, this exclusion will not apply to **Bodily Injury** or **Property Damage**:
  - 2.1 that happens beyond the limits of a carriageway

or thoroughfare;

- 2.2 caused by the **Loading or Unloading** of a **Vehicle**;
- 2.3 resulting from the use of a **Vehicle** (not owned, hired, leased or supplied by any **Insured** and not required to be insured by any **Insured** by virtue of any legislation governing its use); or
- 2.4 resulting from the use of a **Vehicle** as a tool of trade on a site where you are undertaking work or at your premises.

However, this insurance does not apply to **Property Damage** to any **Vehicle** described in subparagraphs 2.2, 2.3. or 2.4. above.

## DEDUCTIBLE

### Deductible Payment And Reimbursement (Each Loss Event Basis)

- If we pay or incur amounts for damages or **Claim Defence Expenses**, then it is a provision of this insurance that you must reimburse us within sixty (60) days of our request for these amounts up to the amount of the applicable Deductible as shown in the Schedule.
- The applicable Deductible amount for each Coverage is shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule. The applicable Deductible amount applies separately to each **Loss event**.
- Deductibles apply separately to each consecutive annual period and to any remaining extension periods of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Schedule.
- The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
  - issued for a period of less than twelve (12) months; or
  - terminated before the end of the Policy Period, for any reason.

### Deductible Conditions

- Regardless of the application of any Deductible, we may, at our discretion, initiate, discontinue or control any appeal of a judgment, if we consider such judgment or appeal may result in payment under this insurance.
- The requirements of this insurance for you to notify us of **Loss events** and claims continue to apply regardless of the application of any Deductible.
- Regardless of the application of any Deductible, we have the right, but no obligation, to defend the **Insured**. We may exercise such right at our sole discretion.



## CONDITIONS

### Audit Of Books And Records

We may audit any **Insured's** books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

### Cancellation

The first Named **Insured** may cancel this insurance or any of its individual coverages at any time by sending us a written request or by returning the Policy and stating when thereafter cancellation is to take effect.

If the first Named **Insured** cancels the Policy we will refund 75% of the unearned premium. The unearned premium will be computed on a pro rata basis.

We may cancel this Policy within thirty (30) days after receipt by you at the address of the first Named **Insured** shown in the Schedule of a written notice of cancellation from us, under the grounds specified in Sections 60 and 61 of the Insurance Contracts Act 1984 (Commonwealth of Australia) and in accordance with the provisions of Section 59 and 77 thereof, or, if a later time is specified in such notice, at such later time.

If we cancel this insurance, then we will refund the full amount of unearned premium. The unearned premium will be computed on a pro rata basis.

### Changes

This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of our authorised employees.

### Changes In Exposure Through Asset Acquisition

If you acquire assets from another person or organisation that exceed A\$2,000,000 or 5% of the **Group Assets**, whichever is the lesser, then you must report such acquisition to us within 60 days after it is executed and provide such information that we may ask for and pay any additional premium we may require.

### Compliance By Insureds

We have no duty to provide coverage under this insurance unless you and any other **Insured** have fully complied with all of the terms and conditions of this insurance.

Our rights to apply this condition in the Commonwealth of Australia shall be subject to Section 54 of the Insurance Contracts Act 1984 (Commonwealth of Australia).

### Compliance With Applicable Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

### Conformance

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

### Currency

All premiums, limits, deductibles, retentions, loss and other amounts under this insurance are deemed to be expressed and payable in Australian dollars. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than Australian dollars, then the payment under this insurance shall be made in Australian dollars at the standard rate of exchange published by the Reserve Bank of Australia on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

If the Reserve Bank of Australia does not publish the applicable standard rate of exchange, then we will use the standard rate of exchange published on the Oanda web site (<http://www.oanda.com>) on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

### Duties In The Event Of An Act, Claim, Occurrence, Or Other Loss Situation

1. You must ensure that we are notified as soon as practicable, but in no event later than thirty (30) days after you receive notice of any **Loss event** that may involve us. Notice must include:
  - 1.1 how, when and where the **Loss event** happened;
  - 1.2 the names and addresses of any injured persons and organisations and any witnesses;
  - 1.3 the nature and location of any injury or damage in connection with the facts; and
  - 1.4 any other information we may require.
2. If a claim is made against any **Insured**, you must:
  - 2.1 immediately record the specifics of the claim and the date received;
  - 2.2 notify us as soon as practicable; and
  - 2.3 ensure we receive written notice of the claim as soon as practicable.
3. You and any other involved **Insured** must:
  - 3.1 immediately send us copies of any demands, notices, summonses or other legal papers received in connection with a claim;
  - 3.2 authorise us to obtain records and other information if requested;
  - 3.3 cooperate with us in the:
    - investigation and settlement of a claim; and

- defence against a claim;
4. No **Insured** may settle any claim, incur any **Claim Defence Expenses** (other than for first aid), assume any contractual obligation or admit any liability with respect to any claim without our written consent. We will not be liable for any settlement, **Claim Defence Expenses**, assumed obligation or admission to which we have not consented.
  5. Notice to us under this insurance shall be given in writing addressed to:
    - 5.1 Notice Of Claim
      - Claim Manager at the address of the **Company** shown in the Schedule.
    - 5.2 Other Notices
      - Underwriting Manager at the address of the **Company** shown in the Schedule.
  6. If **Loss events** involve any other insurers who may provide insurance coverage, you must ensure that such other insurers are notified as soon as practicable. Further you must cooperate with such other insurers and us in the:
    - 6.1 investigation and settlement of a claim; and
    - 6.2 defence against a claim.

#### First Named Insured

The **Commercial Strata** first named in the Schedule is primarily responsible for payment of all premiums and other amounts payable to us under this insurance. The first Named **Insured** will act on behalf of all other **Insureds** for the giving and receiving of notices and the receiving of any return premiums that become payable under this insurance.

#### Goods And Services Tax (GST)

If an **Insured** is entitled to an input tax credit for the premium, that **Insured** must inform us of the extent of that entitlement at or before the time a claim is made under this insurance. We will not be liable for amounts based upon, arising from or in consequence of any **Insured's** misstatement or failure to inform us of the extent of its entitlement to an input tax credit.

The amount of any deductible or retention payable will be less any input tax credit that is or may be available to the **Insured**.

#### Inspections And Surveys

We have the right but are not obligated to:

- make inspections and surveys of property, business methods or procedures at any time;
- give the **Insured** reports on the conditions of what we inspect or survey; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged.

#### Legal Jurisdiction

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in an Australian court of competent jurisdiction.

#### Premium And Other Amounts Payable

Each Named **Insured** is jointly and severally liable for any and all amounts payable to us under this insurance, any other insurance issued by us, or an affiliate of ours.

#### Representations

It is a provision of this insurance that in accepting it, the **Insureds** agree that the representations and statements contained in any **Application**:

- are accurate and complete;
- were made to induce our reliance upon them;
- were made on behalf of all **Insureds**;
- are material to our decision to provide coverage; and
- are considered as incorporated in and constituting part of this insurance.

### Separation Of Insureds

Except with respect to the Limits Of Insurance, Cancellation Condition and any rights or duties specifically assigned in this insurance to the first Named **Insured**, this insurance applies:

- as if each Named **Insured** were the only Named **Insured**; and
- separately to each **Insured** against whom a claim is made.

### Strata Manager Agreement

We will not reduce the amount of damages or **Claim Defence Expenses** payable for **Bodily Injury** or **Property Damage** under this insurance by reason only of the provisions of a written agreement or contract entered into by you with a **Strata Manager** which limit their liability to you arising out of the provision or non provision of their services to you, where the contract or agreement is made prior to the injury or damage or the **Occurrence** giving rise to such injury or damage.

### Titles Of Paragraphs

The titles of the various paragraphs of this insurance and endorsements, if any, attached to this insurance are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

### Transfer Of Rights And Duties

The **Insured's** rights and duties under this insurance may not be transferred without our written consent.

### Transfer Of Rights Of Recovery Against Others

The **Insured's** rights to recover all or part of any payment made under this insurance are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will transfer those rights to us and help us enforce them.

## POLICY 3: CRIME INSURANCE

Under this Policy of this Package, the **Company** will indemnify the Insured for direct financial loss sustained and discovered by the Insured during the Policy Period, resulting from **Crime** committed by an **Employee, Office Bearer** or **Strata Manager** acting alone or in collusion with others.

### LIMIT OF LIABILITY

Any losses covered under this Policy of this Package resulting from a single act or any number of acts in which the same **Employee, Office Bearer** or **Strata Manager** is concerned or implicated, whether such act or acts occurred before or during the Policy Period, are to be treated as a single loss for the purposes of this Policy. In the case of a number of acts, loss shall be deemed to have been discovered on the date of the first discovery of any of such acts. In respect of each loss, the liability of the **Company** to make payments under this Policy shall be limited to the Limit of Liability stated in the Schedule.

### EXCLUSIONS

Cover under this Policy 3 of the Policy does not apply to:

1. loss of trade secrets, confidential processing methods or other confidential information of any kind;
2. **Crime** committed by an **Employee, Office Bearer** or **Strata Manager** controlling at any time more than 25% of the buildings strata entitlement;
3. interest, gains, profits, or other income on **Money, Securities** or **Property** taken;
4. indirect or consequential loss of any kind;
5. loss caused by an **Employee, Office Bearer** or **Strata Manager**, acting alone or in collusion with others, which is sustained after the Insured acquires knowledge of:
  - 5.1 **Crime**, fraud or dishonesty by such **Employee, Office Bearer** or **Strata Manager** during the term of employment with an Insured; or
  - 5.2 fraud or dishonesty involving **Money, Securities** or other **Property** valued at \$5,000 or more committed by such **Employee, Office Bearer** or **Strata Manager** prior to employment or engagement by the Insured;

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

6. loss of or damage to **Property** except as otherwise specifically covered by this Policy 3;
7. loss arising from extortion;
8. loss caused by any broker, factor, commission

merchant, consignee, contractor or other agent or representative of the same general character;

9. loss resulting directly or indirectly from trading or other dealings in **Money**, **Securities**, or **Property**, provided however this exclusion shall not apply to loss resulting solely and directly from **Crime** by an **Employee**, **Office Bearer** or **Strata Manager** which results in improper personal financial gain for that **Employee**, **Office Bearer** or **Strata Manager** other than salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **Employee** emoluments;
10. loss or that part of any loss the proof of which involves in any manner:
  - 10.1 a profit and loss computation or comparison; or
  - 10.2 a comparison of inventory records with an actual physical count;

provided, however, that where the Insured establishes wholly apart from such comparison that it has sustained a loss covered under this Policy, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;
11. any expenses incurred by the Insured in establishing the existence or the amount of any loss covered under this Policy 3;
12. loss sustained by any **Employee Benefit Plan**.

#### Loss: Notice and Proof of Loss

In the event of a loss under this Policy, the Insured shall give written notice to the **Company** after discovery at the earliest practicable moment, and in any event within 90 days. The Insured shall furnish a proof of loss with full particulars to the **Company**, in accordance with the Claims Conditions.

The Insured may offer a comparison between an Insured's inventory records and actual physical count of its inventory to prove the amount of loss, but only where the Insured establishes wholly apart from such comparison that a covered loss has been sustained.

Only the Insured can:

- give notice of loss and furnish proof of loss under this Policy 3; or
- make a claim for, adjust, receive or enforce payment of any loss.

The **Company** is only responsible for making payment to the Insured for loss under this Policy 3. If the **Company** agrees to make payment to any person or organisation other than the Insured, such payment shall be deemed to have been made to the Insured.

#### Non-Accumulation of Liability

Regardless of the number of years this Policy remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for a loss under this Policy 3 shall not be cumulative from year to year or from Policy Period to Policy Period.

When there is more than one Insured, the aggregate liability of the **Company** for losses sustained by one or all of them shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one of them.

#### Valuation

For the purposes of establishing the amounts payable by the **Company** under this Policy 3, the following shall apply for valuation purposes:

- for **Securities**, the least of:
  - the closing price of **Securities** on the business day immediately preceding the day on which a loss is discovered;
  - the cost of replacing **Securities**; or
  - the cost to post a Lost Instrument Bond; such cost shall be paid by the **Company** on behalf of an Insured;
- for paper, microfilm, tapes, disks, computers and other material or means for storing information, the cost of such material or means as if blank and not the value of whatever is recorded therein;
- for **Property**, the least of:
  - the price paid by an Insured for the **Property**; or
  - the cash value of the **Property** at the time the loss was discovered;
- for foreign currency, the Australian Dollar value of the foreign currency based on the rate of exchange published in *The Financial Review* on the day loss involving the foreign currency is discovered or if not issued on that day the next day of publication.

#### Interests

The coverage under this Policy 3 is for the benefit only of the Insured named in the Schedule and the **Company** shall not be liable hereunder for loss sustained by anyone else.

## POLICY 4: MACHINERY BREAKDOWN

If shown as operative in the Schedule the **Company** will provide Machinery Breakdown insurance for **Machinery and Plant** (excluding **Electronic Data Processing Equipment**) nominated in the Schedule as provided under Policy 1 Section 5.

However, **Damage** covered under Policy 1 Section 5 or Policy 4 does not permit cover under Policy 1 Section 2 for **Loss of Rent, Temporary Accommodation or Loss of Building Rent**.

The following endorsements are applied to Policy 1 Section 5:

- Exclusion 7 (concerning **Damage to Machinery and Plant** with total rated power over 5 kilowatts) is removed.
- Exclusion 8 (concerning **Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators or lift motor equipment) is removed.
- Exclusion 10 is added “**Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators, elevator motor equipment, inclinator motor equipment or lift motor equipment where a formal scheduled and preventative maintenance, inspection and testing contract is not in place.”

All other terms, conditions and exclusions apply.

## POLICY 5: MANAGEMENT COMMITTEE LIABILITY

**THIS IS A CLAIMS MADE POLICY.** Except as otherwise provided, this Policy covers only **Claims** first made against the **Insured** during the **Policy Period**.  
**PLEASE READ THE POLICY CAREFULLY.**

### Insuring Clause

In consideration of payment of the premium and subject to the Schedule, limitations, conditions, provisions, and other terms of this Policy, the **Company** agrees as follows:

1. The **Company** shall pay on behalf of an **Insured** all **Loss** which such **Insured** becomes legally obligated to pay on account of any **Claim** first made against such **Insured** during the **Policy Period** or, no later than sixty (60) days after the effective date of the expiration or termination of this Policy, if it is not renewed by the **Company**, for:
  - 1.1 a **Wrongful Act**,
  - 1.2 **Employment Practices**, or
  - 1.3 **Publishers Liability**,

committed, attempted, or allegedly committed or attempted, by such **Insured** before or during the **Policy Period**.

### Spousal Liability Coverage

2. If a **Claim** against an **Insured Person** includes a claim against the lawful spouse of such **Insured Person** solely by reason of such spouse’s status as a spouse or such spouse’s ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this Policy as a **Loss** which such **Insured Person** becomes legally obligated to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage (including the Deductible Amount) applicable to such **Insured Person’s Loss** shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any **Claim** alleges any act or omission by such **Insured Person’s** spouse.

## EXCLUSIONS

3. The **Company** shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:
  - 3.1 any circumstance or other facts:
    - a. reported, in whole or in part at any time, to us or to any other insurer under any insurance that is preceding or prior to this policy;

- b. known by the **Insured** or that should have been known from the standpoint of a reasonable person in the circumstances of the **Insured** before the beginning of the **Policy Period** that might give rise to a **Claim** or result in any payment under this policy; or
- c. noted on any application or declaration for this policy or on any previous application or declaration;

including any continuation or resumption at any time of any such circumstances or other facts.

- 3.2 any demand, suit or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Date set forth in the Schedule, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
- 3.3 any deliberately fraudulent act or omission or any wilful violation or breach of any statute or regulation by such **Insured**, if a judgment or other final adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or wilful violation;
- 3.4 **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not:
  - legally entitled; or
  - entitled to under the articles or by-laws of the **Commercial Strata**;
- 3.5 3.5.1 the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
- 3.5.2 any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so; including but not limited to any **Claim** for the financial loss to any **Principal Organisation**, or its **Management Committee**, members or creditors based upon, arising from, or in consequence of the matters described in (3.5.1) or (3.5.2) of this exclusion.

However, this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment of any **Insured Person** in retaliation for such **Insured Person's** actual or threatened disclosure of the matters described in (3.5.1) or (3.5.2) of this exclusion;

- 3.6 3.6.1 the actual alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Asbestos**; or

3.6.2 any:

- demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Asbestos**; or
- claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Asbestos**;

- 3.7 any written, oral, express or implied contract or agreement; provided, however, that this exclusion shall not apply to (1) **Employment Practices**, or (2) that part of **Loss** which constitutes **Defence Costs**;

- 3.8 mental or emotional distress, bodily injury, sickness, disease, or death of any person, loss of use of tangible property whether or not it is damaged or destroyed, or damage to or destruction of any tangible property.

This exclusion does not apply to **Loss** resulting from the failure or omission of an **Insured** to obtain, effect or maintain insurance cover required under the applicable strata or unit titles legislation on behalf of the **Commercial Strata** except where:

- such failure or omission relates to obtaining, effecting or maintaining adequate Policy limits; or
- **Claims** against an **Insured** are based upon, arise from, or are in consequence of **Asbestos** or **Pollutants**.

- 3.9 **Loss** which the **Insured** shall become legally liable to pay in the conduct of their duties arising from loss of or damage to documents whilst in the custody of the **Insured** or any person to whom the **Insured** has entrusted them or anywhere in transit in respect of all damage which the **Insured** is legally liable to pay resulting from such loss or damage,

Provided that:

- the **Claim** for **Loss** is supported by bills and accounts which shall be subject to approval by a competent person to be nominated by the **Company** with the **Insured's** consent,
- the **Company** will not be liable for **Claims** arising from wear and tear, gradual deterioration, moth and vermin,

- documents do not include currency or negotiable instruments;
4. The Company shall not be liable for **Loss** on account of any **Claim**:
- 4.1 for any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other **Employee Benefit Plan** or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of a **Principal Organisation**.
- 4.2 for liability of others assumed by any **Insured** under any written, oral, express or implied contract or agreement except to the extent that an **Insured** would have been liable in the absence of the contract or agreement;
- 4.3 brought or maintained by or on behalf of any **Insured** except:
- a **Claim** brought by an owner member of a **Commercial Strata** for **Loss** based upon or arising from a **Wrongful Act** of the **Management Committee** or in connection with or in consequence of a decision, resolution or determination thereof,
  - **Claim** for **Employment Practices**, or
  - a **Claim** brought or maintained by an **Insured** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this Policy.
- 4.4 for breach of duties, obligations or responsibilities under any law, regulation, by-law, determination made under or pursuant to an act of a State or the Commonwealth, ordinance of a Territory or **Industrial Instrument** howsoever promulgated regulating **Employee Entitlements**;
- for any sum of money:
    - in respect of a notice period;
    - pursuant to an express written contract of employment; or
    - pursuant to an express written obligation to make payments in the event of the termination of employment.
- 4.5 made against an **Insured** in a location or jurisdiction outside the **Territorial Limits**.

#### Severability of Exclusions

5. With respect to the Exclusions in Sections 3 and 4 of this Policy, (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine if coverage is

available; and (2) only facts pertaining to and knowledge possessed by any past, present, or future Chairperson, Secretary or Treasurer of any **Principal Organisation** shall be imputed to any **Principal Organisation** to determine if coverage is available.

#### LIMIT OF LIABILITY AND DEDUCTIBLE

6. All **Loss** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of any **Insured** shall be deemed one **Loss**, and such **Loss** shall be deemed to have originated in the earliest **Policy Year** in which a **Claim** is first made against any **Insured** alleging any such **Wrongful Act** or **Interrelated Wrongful Acts**.

The **Company's** maximum liability for each **Loss** shall be the Limit of Liability for each **Loss** set forth in the Schedule. The **Company's** maximum liability for all **Loss** on account of all **Claims** first made during the same **Policy Year** shall be the Limit of Liability for each **Policy Year** set forth in the Schedule.

The **Company's** liability under this Policy shall apply only to that part of each **Loss** which is excess of the applicable Deductible amount set forth in Item 4 of the Schedule, and such Deductible amount shall be borne by the **Insureds** uninsured and at their own risk. The Deductible amount for Non-Indemnifiable **Loss** set forth in the Schedule shall apply to **Loss** incurred by any **Insured Person** for which no **Principal Organisation** is permitted or required to indemnify, or is permitted or required to indemnify but does not do so by reason of **Financial Impairment**.

The Deductible amount set forth in the Schedule shall apply to indemnifiable **Loss**, excluding all **Loss** on account of any **Claim** based upon, arising from, or in consequence of **Employment Practices**. The Deductible amount set forth in the Schedule shall apply to indemnifiable **Loss** on account of any **Claim** based upon, arising from, or in consequence of **Employment Practices**.

If a part of a single **Loss** is subject to the Deductible amount for non-indemnifiable **Loss** and part of the same **Loss** is subject to the Deductible amount for indemnifiable **Loss**, the maximum Deductible amount applicable to such **Loss** shall be the Deductible amount for indemnifiable **Loss**.

A **Principal Organisation** shall be deemed permitted or required to indemnify an **Insured**, and the **Management Committee** resolutions of a **Principal Organisation** shall be deemed to provide indemnification to an **Insured**, to the fullest extent authorised by statutory or common law. For purposes of this paragraph, the **Management Committee** resolutions of the **Principal Organisation** shall be deemed to provide indemnification for such **Loss** to the fullest extent permitted by such law.

For purposes of this Policy 5 only, the sixty (60) days

notice period provided after the effective date of the expiration or termination of this Policy, if it is not renewed by the **Company**, shall be part of and not in addition to the immediately preceding **Policy Year**.

#### Defence and Settlement

7. The **Company** shall have the right to elect to defend any **Claim** covered by this Policy. Should any such election be made the **Company** shall cease to defend any **Claim** upon exhaustion of the **Company's** applicable Limit of Liability set forth in the Schedule.

**Defence Costs** are part of and not in addition to the applicable Limit of Liability set forth in the Schedule, and the payment by the **Company** of **Defence Costs** reduces such applicable Limit of Liability.

All **Insureds** agree to provide the **Company** with all information, assistance and cooperation which the **Company** reasonably requests and agree that they will do nothing that may prejudice the **Company's** position or its potential or actual rights of recovery.

No **Insured** shall settle any **Claim**, incur any **Defence Costs**, assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** written consent, which shall not be unreasonably withheld. The **Company** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If such **Insured** withholds consent to such settlement, the **Company's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Company** could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the **Company** to such **Insured**.

#### Representations and Severability

8. In granting coverage to the **Insureds**, the **Company** has relied upon the declarations and statements in the written applications for this Policy and the written applications submitted to any other insurer.

Such declarations and statements are the basis of coverage and shall be considered as incorporated in and constituting a part of this Policy.

Such written applications for coverage shall be construed as separate applications for coverage by each **Insured**. With respect to the declarations and statements contained in such written applications for coverage, no statement in the applications or knowledge possessed by any **Insured** shall be imputed to any other **Insured** for the purpose of determining if coverage is available.

#### Estates and Legal Representatives

9. Subject to the limitations, conditions, provisions and other terms of this policy, coverage shall extend to **Claims** for **Wrongful Acts** of **Insureds** where such **Claims** are made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased, or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt.

#### Strata Manager Agreement

10. The **Company** will not reduce the amount of **Loss** payable on account of any **Claim** under this Policy by reason only of the provisions of a written agreement or contract entered into by the **Principal Organisation** with a **Strata Manager** which limit their liability to the **Principal Organisation** arising out of the provision or non provision of their services to the **Principal Organisation**, where the contract or agreement is made prior to the **Wrongful Act** giving rise to such **Claim**.



# POLICY 6: VOLUNTARY WORKERS INSURANCE

Throughout this Policy, the words “You” and “Your” refer to the Named Insured shown in the Schedule. The words “We”, “Us” and “Our” refer to the **Company** providing this insurance.

All cover is subject to You paying or agreeing to pay the premium, and is subject to the terms, Conditions and Exclusions of the Policy.

## Operation of Cover

If during the Policy Period an **Insured Person** suffers from an event or loss described in Coverage Sections 1 and 2 of the Policy We will pay the corresponding Benefit Amounts set out in the relevant Table of Events.

## GENERAL EXCLUSIONS

*(Applicable to all coverage sections)*

We will not be liable for any claim or loss under this Policy caused by or arising out of:

1. An **Insured Person** travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of the aircraft’s crew;
2. An **Insured Person** participating in or training for any professional sport, or racing in or on any motor powered conveyance;
3. Suicide, attempted suicide, any deliberately self-inflicted injury or any illegal or criminal act committed by an **Insured Person**;
4. Declared or undeclared **War, Civil War**, or invasion;
5. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
6. **Sickness or Disease**;
7. pregnancy, childbirth or miscarriage;
8. Any sexually transmitted disease;
9. Any pre-existing condition prior to the Policy being purchased or any condition that has been aggravated during the Policy Period and/or degenerative condition unless the pre-existing condition has been accepted by Us, and the extra premium is paid by You;
10. An **Insured Person** being under the influence of intoxicating liquor or whilst having taken a drug unless proven that the drug was taken in accordance with the direction and prescription of a **Physician**, this

exclusion will only apply if the **Insured Person** is charged in connection with being under the influence or deemed to be over the limit by an attending police officer or **Physician**;

11. Any injury(s) occurring outside of the **Territorial Limits**.

## Age Limits – Capital Benefit Amount

The Capital Benefit Amount available under the Policy for any **Insured Person** is as follows:

- Where the **Insured Person** is at the date of the claim under Sixty-Five (65) years of age \$100,000.
- Where the **Insured Person** at the date of the claim is over Sixty-Five (65) years of age but under Seventy-Five (75) years of age \$50,000.

The Policy does not cover any **Insured Person** unless he or she at the date of the claim is under Seventy-Five (75) years of age.

## GENERAL CONDITIONS

*(Applicable to all Coverage Sections)*

### Other Insurance

You must inform Us of any other insurance which may also provide an indemnity to You or the **Insured Person** for any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other Policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other Policy.

### Compliance With Policy Provisions

Failure by You or the **Insured Person** to comply with any of the provisions contained in this Policy may invalidate all claims hereunder.

### Entire Contract Alteration

The Policy shall not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

### Examination of Books and Records

We may examine Your books and records relating to the insurance under this Policy at any time during the Policy Period and up to three (3) years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under the Policy.

### Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

### Legal Action

No legal action shall be brought to recover under this Policy until sixty (60) days after We receive written Proof of Loss. No such action shall be brought after two (2) years from date of loss.

### Aggregate Limits of Liability and Deductible

This Policy is subject to the Aggregate Limits of Liability and Deductible amounts stated in the Schedule and the Table of Events Insured.

### Subrogation

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You or the **Insured Person**. You and the **Insured Person** must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

### Cancellation

You may cancel this Policy at any time by giving Us written notice.

If You cancel Your Policy within 90 days of the inception of cover under this Policy, We will charge You a minimum of \$250 plus taxes or the amount stated in the Schedule if less than \$250 or pro-rata premium plus 50% plus taxes, whichever is the greater. If the Policy is cancelled after 90 days of inception We will not refund any premium.

We may cancel the Policy at any time in accordance with any applicable law and the premium paid shall be adjusted on the basis of Us retaining pro-rata premium.

### Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the *Australian Financial Review* on the date the expense is incurred or loss is sustained.

## CLAIMS CONDITIONS

*(Applicable to all coverage sections)*

### Notice of Claim

1. Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Failure to furnish notice within the time provided in the Policy shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

### Proof of Loss

2. Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.

You or the **Insured Person** shall, at Your or his expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

### Physical Examination and Autopsy

3. Provided that We give reasonable notice, We shall be allowed to have any **Insured Person** medically examined or, in the event of an **Insured Person's** death, a post mortem examination carried out at Our expense.

### Claims Investigation

4. In the event of a claim, We may make any investigation We deem necessary, and both You or the **Insured Person** shall cooperate fully with such investigation. Your failure to do so may result in denial of the claim or cancellation of the Policy.

### Payment of Claim

5. Indemnity for **Accidental** death of the **Insured Person** will be paid to You or as You direct.

Unless otherwise specified, all other indemnities shall be payable to the **Insured Person**.

### Fraudulent Claims

6. If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the **Insured Person**, or anyone acting on Your or the **Insured Person's** behalf to obtain benefits under this Policy, We will be under no liability in respect of such claim.

### Exposure and Disappearance

1. We will also pay You the Benefit Amount stated in the Table of Events if as the result of such an **Accidental Bodily Injury** the **Insured Person** is exposed to the elements and as the result of that exposure within 12 months suffers an event set out in the Table of Events.
2. If the body of an **Insured Person** is not found within twelve (12) months after an **Accident** involving the conveyance in which he was travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Table of Events shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured Person** is subsequently found alive, such Death Benefit Amount shall be refunded to Us.

### Special Provisions

1. A Benefit Amount will not be payable for more than one of the Events 1 to 16 in respect of the same **Accidental Bodily Injury**.
2. Any Benefit Amount payable for Events 1 to 16 shall be reduced by any Benefit Amount already paid for under Events 17 and/or 18 or 19 or 20 in respect of the same **Accidental Bodily Injury**.
3. After the occurrence of any of the Events 2 to 7(a), all cover with respect to that **Insured Person** under this Policy 6 shall cease.
4. No Benefit Amount shall be payable:
  - 4.1 for Events 17 and/or 18 or 19 or 20, in excess of 52 weeks in respect of any one **Accidental Bodily Injury**.
  - 4.2 at all unless the **Insured Person** shall as soon as possible after the happening of an **Accidental Bodily Injury** giving rise to a claim under this Policy 6, procure and follow proper medical advice from a **Physician**.
5. If as a result of an **Accidental Bodily Injury** the **Insured Person** is entitled to receive disability **Income** benefits under any Workers' Compensation Act or Transport Accident Act or any legislation having a similar effect, the Benefit Amount payable for Events 17 and/or 18 or 19 or 20 will be reduced by the amount necessary to limit the total of all such disability **Income** benefits and Benefit Amount under this Policy 6 to the **Insured Person's Income**.
6. The Benefit Amount payable to **Insured Persons** under 18 years of age for Event 1 (Death) will be 10% of the Capital Benefit Amount stated in the Table of Events.
7. Aggregate Limit of Liability:
  - 7.1 Except as provided in (7.2), Our total liability for all claims in respect of any one **Accident** or series of **Accidents** arising out of any one occurrence, shall not exceed the amount stated in the Schedule.
  - 7.2 Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed 20% of the Aggregate Limit of Liability stated in the Schedule.
8. All Benefit Amounts are payable to You or to such person or persons as You nominate.
9. If, as a result of **Accidental Bodily Injury** the Benefit Amount is payable under Section 2 of this Policy, and if while this Policy is in force an **Insured Person** suffers a recurrence of **Temporary Total** or **Temporary Partial Disablement** from the same or related cause or causes, the subsequent period of **Temporary Total** or **Temporary Partial Disablement** shall be deemed a continuation of the prior period of disablement unless between such periods of disablement the **Insured Person** has performed occupational duties on a full time basis for at least six continuous months, in which event such **Temporary Total** or **Temporary Partial Disablement** shall be deemed the result of a new **Accidental Bodily Injury** and be subject to a new Deductible and Aggregate Benefit Period.
10. The amount of any Benefits payable for **Temporary Total Disablement** or **Temporary Partial Disablement** will be reduced by the Deductible amounts shown in the Schedule or by the amount of sick pay entitlement whichever is the greater so that the total amount of any such benefit or entitlement and Benefits Amounts payable under this Policy shall not exceed the Weekly Benefit Amount stated in the Table of Events.
11. Weekly benefits for Coverage Section 2 shall be payable monthly in arrears. **Temporary Total** or **Temporary Partial Disablement** for a period of less than a week shall be paid for at the rate of one-seventh (1/7th) of the weekly benefit for each day during which disability continues.



# TABLE OF EVENTS

## COVERAGE SECTION 1 - CAPITAL BENEFITS

<p>The Events</p> <p><b>Accidental Bodily Injury</b> resulting in:</p>	<p>The Capital Benefit Amount is \$100,000 per each Insured Person who at the date of claim is under 65 years of age and \$50,000 for each Insured Person who at the date of claim is under 75 years of age.</p> <p>The Benefit Amount is calculated by multiplying the applicable percentage by the applicable Capital Benefit Amount.</p>
1. Death	100%
2. <b>Permanent Paraplegia</b>	100%
3. <b>Permanent Quadriplegia</b>	100%
4. <b>Permanent</b> and incurable paralysis of all <b>Limbs</b>	100%
5. <b>Permanent</b> Total loss of sight of one or both eyes	100%
6. <b>Permanent</b> Total loss of use of one or more <b>Limbs</b>	100%
7. <b>Permanent</b> Total loss of the lens of	100%
7.1 both eyes	100%
7.2 one eye	50%
8. <b>Permanent</b> Total loss of hearing of	
8.1 both ears	75%
8.2 one ear	15%
9. Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	50%
10. <b>Permanent</b> Total loss of use of four <b>Fingers</b> and thumb of either hand	70%
11. <b>Permanent</b> Total loss of use of four <b>Fingers</b> of either hand	40%
12. <b>Permanent</b> Total loss of use of the thumb of either hand	
12.1 both joints	30%
12.2 one joint	15%
13. <b>Permanent</b> Total loss of use of <b>Fingers</b> of either hand	
13.1 three joints	10%
13.2 two joints	7%
13.3 one joint	5%
14. <b>Permanent</b> Total loss of use of <b>Toes</b> of either foot	
14.1 all - one foot	15%
14.2 great - both joints	5%
14.3 great - one joint	3%
14.4 other than great - each toe	1%
15. Shortening of leg by at least 5cm	7%
16. <b>Permanent</b> Partial Disablement not otherwise provided for under Events 6 to 15.	Such percentage of the Capital Benefit Amount as We at Our absolute discretion determine being in Our opinion not inconsistent with the Benefit Amount provided under Events 8 to 15. The maximum Sum Insured under Event 16 is \$50,000.



COVERAGE SECTION 2 – WEEKLY INJURY BENEFIT

The Events	
<b>Accidental Bodily Injury</b> resulting in:	
17. <b>Temporary Total Disablement</b> and the <b>Insured Person</b> is an <b>Income</b> earner.	\$1,000 per week or the <b>Insured Person's Income</b> , whichever is the lesser.
18. <b>Temporary Partial Disablement</b> and the <b>Insured Person</b> is an <b>Income</b> earner.	If the <b>Insured Person</b> returns to work in a reduced capacity, The Benefit Amount payable shall be the difference between the compensation payable for the Event 17 per week and the weekly <b>Income</b> earned from personal exertion per week; or  If the <b>Insured Person</b> does not return to work, The Benefit Amount payable shall be 25% of the compensation payable for Event 17 per week.
19. <b>Temporary Total Disablement</b> and the <b>Insured Person</b> is not an <b>Income</b> earner.	The Actual cost Incurred for <b>Domestic Help Expenses</b> or \$500 per week, whichever is the lesser.
20. <b>Temporary Total Disablement</b> and the <b>Insured Person</b> is a Full Time Student.	The Actual Cost Incurred for <b>Home Tutorial Expenses</b> or \$250 per week, whichever is the lesser.

# POLICY 7: PROFESSIONAL EXPENSES

**THIS IS A CLAIMS MADE POLICY.** Except as otherwise provided, this Policy covers only **Professional Expenses** on account of an **Audit** first notified to the **Insured** or **Professional** during the **Policy Period**. **PLEASE READ THE POLICY CAREFULLY.**

## Insuring Clause

In consideration of payment of the premium and subject to the Schedule, limitations, conditions, provisions, and other terms of this Policy, the **Company** agrees as follows:

1. The **Company** shall pay on behalf of a **Principal Organisation** those **Professional Expenses** incurred on account of an **Audit** that is first notified by the organisation responsible for the **Audit** to the **Insured** or **Professional**:
  - 1.1 verbally during the **Policy Period**; or
  - 1.2 in writing:
    - during the **Policy Period**; or
    - no later than sixty 60 days after the effective date of the expiration or termination of this Policy, if it has not been renewed by the **Company**.

## Professional Expenses Limit

2. The **Company's** maximum liability for **Professional Expenses** for the **Policy Period** shall be \$25,000. This maximum applies regardless of the number of **Audits**:
  - 2.1 notified to the **Insured**; or
  - 2.2 conducted with respect to the **Principal Organisation**.

## Exclusions

3. The **Company** shall not be liable for **Professional Expenses**:
  - 3.1 in connection with any **Audit** if written notice of such **Audit** has been given under any Policy of which this Policy is a renewal or replacement and if such prior Policy affords coverage (or would afford such coverage except for the exhaustion of a relevant limit of liability) for such **Professional Expenses**, in whole or in part, as a result of such notice;
  - 3.2 on account of any **Audit** which an **Insured** or **Professional** had:
    - notice was proposed or pending;
    - knowledge or information that it may occur;
 or

- information indicative to a reasonable person that it was likely to occur;
  - prior to the Pending or Prior Date set forth in the Schedule (or, if no date shown in the Schedule, prior to the **Policy Period** commencing);
- 3.3 for an **Audit** involving financial returns or activities more than eighteen months prior to the Pending or Prior Date set forth in the Schedule (or, if no date shown in the Schedule, prior to the **Policy Period** commencing);
  - 3.4 in connection with an **Audit** concerning non compliance by the **Principal Organisation** of relevant legislation in circumstances where a return or document was not prepared, checked or lodged by a **Professional**.
  - 3.5 that comprise part of an existing retainer, fixed fee or similar arrangement;
  - 3.6 on account of any **Audit** that are in respect of work or tasks that would have been required to be done in the absence of such **Audit**;
  - 3.7 in connection with any **Audit** which is solely to determine whether the **Principal Organisation** will be the subject of a fine, penalty or prosecution due to alleged acts or omissions on its behalf;
  - 3.8 for any **Audit** where, prior to the **Audit**, a return or document that was required to be lodged was not duly lodged as and when required;
  - 3.9 that are not for tasks or activities directly arising out of an **Audit**;
  - 3.10 incurred without the prior written consent of the **Company**.

## Exclusions

4. The **Company** shall not be liable for:
  - 4.1 any fines, penalties or interest;
  - 4.2 any tax, levy, fee, duty or any other governmental impost or charge;
  - 4.3 further **Professional Expenses** (up to the Professional Expenses Limit) if a return or document required to be lodged during an **Audit** is not duly lodged as and when required.

# GENERAL CONDITIONS POLICIES 2, 3, 4 & 6

The following conditions apply to Policies 2, 3, 4 and 6 of this Package.

## Company's Rights

The **Company** is entitled (but not obliged) to take over and conduct the investigation, defence or settlement of any claim at its discretion.

The **Company**, at its discretion, may at any time pay:

- the applicable Limit of Liability (after deduction of any sums already paid); or
- any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect of, any such other claims.

## Insured's Duties in the Event of a Claim

- In the event of any circumstance that may result in a claim, immediately the circumstances become known to the Insured, the Insured shall give to the **Company** written notice containing:
  - particulars sufficient to identify the Insured;
  - all available information concerning the circumstance, including how, when and where the circumstance happened; and
  - the names and addresses of any injured party and of all available witnesses;

These obligations apply notwithstanding that such circumstances, or any potential loss:

- does not exceed the Deductible shown on the Schedule,
- is of inexact amount or details are unknown.
- The Insured shall immediately forward to the **Company** every pre-action letter, demand, notice, summons, claim form or other process received by the Insured or its representative which may give rise to a claim.
- The Insured shall co-operate with and provide all required assistance to the **Company** in all matters pertaining to any loss or claim and, at the **Company's** request, shall:
  - produce all pertinent records to the fullest extent legally permissible at such reasonable times and places as the **Company** shall designate;
  - assist in negotiating or concluding settlements;

- co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded;
- attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
- submit to examination under oath at the **Company's** request; and
- act in accordance with the **Company's** reasonable instructions.
- The Insured shall not, except with the consent of the **Company**, voluntarily make any payment, assume any obligation or incur any expense.

In the event that the Insured fails to observe these obligations, the **Company** shall be entitled to decline to provide indemnity for all or any part of the claim (including costs and expenses).

## Subrogation

The **Company** shall be subrogated to all the Insured's rights of recovery against any person or organisation, before or after any payment under this insurance. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. For the purposes of this condition, the 'Insured' shall include all persons and organisations indemnified under this Policy.

# GENERAL CONDITIONS POLICIES 5 & 7

The following conditions apply to Policies 5 and 7 of this Package.

## Reporting and Notice

If during the **Policy Period** an **Insured** becomes aware of circumstances which could give rise to:

- a **Claim**;
- an **Audit** to be conducted on the **Insured**;

and gives written notice of such circumstances to the **Company**, then any **Claim** or **Audit** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** in which the circumstances were first reported to the **Company**.

The **Insureds** shall give to the **Company** written notice of any **Claim** or **Audit** as soon as practicable and, in any event, no later than sixty (60) days after the effective date

of the expiration or termination of Policy 5 or 7 if the Policy is not renewed by the **Company**.

Relevant **Insureds** and any **Professional** shall give to the **Company** such information and co-operation as it may reasonably require, including but not limited to:

- a description of the **Claim**, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the **Insured** first became aware of the **Claim**, in the case of Policy 5;
- copies of relevant past returns, financial records, name and contact details of any **Professional** and the manner in which the **Insured** first became aware of the **Audit**, in the case of Policy 7;

Notice to the **Company** under Policy 5 or 7 shall be given in writing addressed to:

Notice of Claim: Claims Department  
Chubb Insurance Company of Australia Limited  
Citigroup Building, Level 29,  
2 Park Street  
Sydney NSW 2000

All other notices: Chubb Commercial Insurance  
Chubb Insurance Company of Australia Limited  
Citigroup Building, Level 29,  
2 Park Street  
Sydney NSW 2000

Such notices shall be effective on the date of receipt by the **Company** at such address.

#### Other Insurance

To the extent that any **Loss** arising from any **Claim** made against the **Insured**, or any **Professional Expenses**, is insured under:

1. those policies listed in the documents comprising the application for Policy 5 or 7; or
2. any other Policy;

then to the extent to which it is permitted by the Insurance Contracts Act 1984, coverage is only provided under Policy 5 or 7 subject to its limitations, conditions, provisions and terms for such **Loss** or **Professional Expenses** excess of the coverage provided by any of the policies referred to in (1) or (2) above.

#### Subrogation

In the event of any payment under Policy 5 or 7, the **Company** shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit in the name of such **Insured**.

#### Bankruptcy

Bankruptcy or insolvency of an **Insured** or of the estate of such **Insured** shall not relieve the **Company** of its obligations or deprive the **Company** of its rights under Policy 5 or 7.

#### Authorisation Clause

By acceptance of Policy 5 or 7, the first **Principal Organisation** specified in the Schedule agrees to act on behalf of each **Insured** with respect to the giving and receiving of notice of **Claim**, **Audit** or termination, the payment of premiums and the receiving of any return premiums that may become due under Policy 5 or 7, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in Policy 5 or 7, and each **Insured** agrees that the first named **Principal Organisation** shall act on their behalf.

#### Alteration and Assignment

No change in, modification of, or assignment of interest under Policy 5 or 7 shall be effective except when made by written endorsement to such Policy which is signed by an Authorised Employee of the **Company**.

#### Termination of Policy

No change in, modification of, or assignment of interest under Policy 5 or 7 shall be effective except when made by written endorsement to such Policy which is signed by an Authorised Employee of the **Company**:

- thirty days after the receipt by the first **Principal Organisation** of a written notice of termination from the **Company** in accordance with the Insurance Contracts Act 1984, except in the case of termination for non payment of premium, in which case it will be fourteen days after receipt of a written prior notice or, if a later time is specified in such notice, at such later time;
- upon the receipt by the **Company** of written notice of termination from the first **Principal Organisation**;
- upon expiration of the **Policy Period** as set forth in the Schedule of such Policy; or
- at such other time as may be agreed upon by the **Company** and the first **Principal Organisation**.

The **Company** shall refund the unearned premium computed at customary short rates if such Policy is terminated by the first **Principal Organisation**. Under any other circumstances the refund shall be computed pro rata.

#### Termination of Prior Policies

The inception of Policy 5 or 7 shall terminate, if not already terminated, any policies specified in Termination of Prior Policies under Policy 5 or 7 in the Schedule.



### GST Basis of Settlement Clause

If any **Insured** is entitled to an input tax credit for the premium paid in consideration of the **Company's** issuance of Policy 5 or 7, then such **Insured** shall inform the **Company** as to the nature and extent of its entitlement on or before the time a claim for insurance coverage is made under such Policy. The **Company** shall not be liable for:

- **Loss** on account of any **Claim**; or
- **Professional Expenses** on account of any **Audit**;

based upon, arising from, or in consequence of any **Insured's** misstatement of, or failure to inform the **Company** of, the nature or extent of its entitlement to an input tax credit for the Policy premium.

The Deductible amounts as shown in the Schedule borne by the **Insured** under Policy 5 or 7, if any, shall be net of any input tax credit that is or may be available in connection with the **Insured's** payment of **Loss, Professional Expenses** falling within such Deductible amounts.

### Titles of Clauses

The titles of the various clauses of Policies 5 or 7 and endorsements, if any, attaching to such policies are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

### Choice of Law and Jurisdiction

The construction, interpretation and meaning of the provisions of Policy 5 or 7 shall be determined in accordance with the law of Australia, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of Australia.

## GENERAL POLICY DEFINITIONS 2–7

Words with specific meanings appear in bold print and are defined here. All other words used in this Package bear their plain English meaning. The following definitions apply to Policies 2 - 7 of this Package.

### Accident or Accidental

means a sudden, unforeseen and unexpected event, happening by chance.

### Accidental Bodily Injury

means any injury to the body of an **Insured Person** caused by an **Accident** which occurs during the Policy Period but does not include any condition which is also a **Sickness or Disease** or any degenerative condition provided that the injury results in any of the events specified in the Table of Events within 12 calendar months from the date of such injury.

### Aircraft

means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space and includes hovercraft.

### Application

means any information or representation submitted to us by the **Insured** or by any person or organisation on behalf of any **Insured** in applying for this insurance or prior insurance that this insurance replaces.

### Asbestos

means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

### Audit

means an audit or official:

- review;
- examination; or
- investigation;

by an Australian Federal, State or Territory government body (including the Australian Taxation Office) concerning returns lodged for taxation, levies or duty payable by the **Principal Organisation** or lodged by the **Principal Organisation** pursuant to superannuation or workers' compensation legislation.

It is deemed to start when the **Principal Organisation** or **Professional** initially receives written notice of it and to finish when the **Principal Organisation** or **Professional** receives formal notice indicating it has concluded (including any assessment, amended assessment or advice as to finding or outcome).

### Bodily Injury

means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including death, humiliation, mental anguish, mental injury and shock. All such humiliation, mental anguish, mental injury and shock not consequent upon physical injury, sickness or disease shall be deemed to occur at the time of the **Occurrence** that caused it.

### Commercial Strata

means any Strata Company, Body Corporate, Strata Corporation or Owners Corporation formed pursuant to applicable Australian Unit or Strata Titles legislation.

### Civil War

means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, coup d'etat, the consequences of martial law.

### Claim

means:

1. a written demand for monetary damages;
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;
3. a criminal proceeding commenced by a summons or charge; or
4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

### Claim Defence Expenses

1. means necessary and reasonable:
  - 1.1 costs, charges, fees (including legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the partners, directors, **Officers** or employees of the **Insured**) incurred by us or with our consent in defending against and investigating claims, including the premium for appeal, attachment or similar bonds;
  - 1.2 expenses incurred by the **Insured** with our consent to assist in the investigation of and defence against such claims, including actual loss of earnings up to \$25.00 per hour per employee (but not to exceed \$250.00 per day for all employees);
  - 1.3 expenses incurred by you for first aid rendered to others as a result of **Bodily Injury**;
  - 1.4 costs and expenses incurred by us or with our consent in connection with any investigation of a **Loss event** that we undertake, at our discretion, regardless of whether any claim has been made; and
  - 1.5 other expenses incurred by us or with our consent, that we allocate to a specific claim or **Loss event**.
2. does not include any expense that would have been incurred by any **Insured** in the absence of any **Loss event** including legal, loss-adjusting or other retainer fees or overhead costs or expenses.

### Company

means Chubb Insurance Company of Australia Limited  
A.B.N. 69 003 710 647

### Contract Works Activities

means:

- 1.1 refurbishment, renovation, alteration or addition works; or
- 1.2 construction, erection or demolition works; in relation to any buildings including associated mechanical and engineering activities;
2. installation, testing, commissioning or maintenance of any equipment or computer networks;
3. pipelaying, cable laying, tunnelling, piling, blasting, demolition;
4. manhole construction, reinstatement of trench works, diversion;
5. maintenance of existing underground pipeline and cable systems and other underground work; or
6. overhead erection, installation and construction of telecommunication transmission lines or cables.

### Crime

means the criminal taking of **Money**, **Securities** or **Property** to the deprivation of an **Insured**.

### Damage

means in respect to Policy 4 direct physical:

- loss of, or
- destruction of, or
- damage

from any sudden and accidental cause except as herein after excluded.

### Deemed Known

means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you, if you are an individual who is a sole proprietor; or
- any of your directors, **Officers** or partners (whether or not any of the foregoing is an employee). **Officer** will be deemed to include an **Officer's** designee.

Such act, injury, damage, claim or facts, as applicable, will be **Deemed Known** at the earliest time when any such person described above:

- reports all, or any part, of the act, injury, damage, claim or facts to us or any other insurer;
- receives a claim for damages in connection with the act, injury, damage, **Occurrence** or facts; or
- becomes aware or should have been aware:
  - that the injury or damage has happened or

has begun;

- that the act has happened or has begun; or
- of any actual, alleged or threatened act, injury, damage or claim in connection with the facts.

### Defence Cost

means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the trustees, committee members, volunteers, directors, **Officers** or employees of a **Principal Organisation**) incurred in defending any **Claim** and the premium for appeal, attachment, or similar bonds.

### Domestic Help Expenses

means the actual costs of hiring domestic help including childcare, outdoor household activities by a person other than a **Relative** of the **Insured Person**.

### Electronic Data Processing Equipment

means:

- computers, computer equipment, computer peripherals;
- climate control, and protection equipment, used solely for data processing operations;
- separately identifiable and removable component computer devices that are attached to covered **Property** and are designed to control such **Property**, but not the **Property** itself;
- telecommunications equipment used solely for data protection operations, interconnecting wiring and peripheral equipment used in connection therewith;
- generating and regulating equipment used solely for data protection operations, detection and protection equipment, interconnecting wiring and pipework, and storage equipment used in connection therewith,

owned by, or for which the Insured is legally liable.

### Employee

means for the purposes of Policy 3 any person employed under a contract of service or apprenticeship with the Insured, whether such contract is expressed, implied, oral or in writing, including persons:

- supplied by labour only sub-contractors; or
- providing their services on a labour only basis.

### Employee Benefit Plan

means a pension scheme, benefit plan or programme established, maintained or sponsored solely by an Insured for the benefit of its **Employees**.

### Employee Entitlements

means employee benefit arrangements of any kind (whether during or post employment) including:

- provision for unemployment, redundancy, retirement, sickness, disability, maternity leave, paternal leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave;
- entitlements under an **Industrial Instrument** including wages, overtime, time in lieu, allowances and penalties;
- accident, life, medical, disability or other welfare plans, including insurance of any kind;
- superannuation contributions, benefits and entitlements;
- stock options or ownership or profit sharing or deferred compensation plans;

### Employment Practices

means a **Wrongful Act** constituting wrongful dismissal, discharge or termination of employment, denial of natural justice relating to wrongful termination, breach of any oral or written employment contract or quasi-employment contract, employment related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, employment related wrongful infliction of emotional distress.

### Financial Impairment

means the status of any **Principal Organisation** resulting from (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Principal Organisation**, or (2) such **Principal Organisation** becoming a debtor in possession.

### Fingers or Toes

whether in the singular or plural, means the digits of a hand or foot.

### Group Assets

means the total gross assets of the Named **Insured** as measured at the commencement of the Policy Period.

### Home Tutorial Expenses

means the actual cost of **Home Tutorial Expenses** by a qualified teacher other than a **Relative** of the **Insured Person**.

### Income

means for the purposes of Policy 6 the average weekly gross income net of business expenses, earned by an **Insured Person** through personal exertion during the twelve (12) months immediately preceding the **Accidental Bodily Injury** or **Sickness or Disease**, but does not include bonuses, commission, overtime payments and any allowances. Where an **Insured Person** has elected to salary sacrifice his Income, weekly gross income shall be deemed to mean the total cost of employment inclusive of items salary sacrificed.

### Industrial Instrument

means any award, agreement, arrangement or other instrument which is certified or registered by an industrial tribunal in Australia, including without limitation the Australian Industrial Relations Commissions of the States or Territories of Australia, or similar industrial tribunals constituted under any federal, state, territory, local or common law.

### Insured

means:

- for the purposes of Policy 2 a person or organisation who qualifies under the Who Is An Insured section of Policy 2;
- for the purposes of Policy 5 any **Principal Organisation** or any **Insured Person**;
- for the purposes of Policy 7 any **Principal Organisation**.

### Insured Capacity

means the position or capacity designated in the definition of **Insured Person** held by any **Insured Person**, but shall not include any position or capacity in any organisation other than the **Principal Organisation**, even if the **Principal Organisation** directed or requested the **Insured Person** serve in such other position or capacity, unless such position is approved by an Authorised Employee of the **Company** and included by endorsement attached to this Policy.

### Insured Contract

means a written contract or agreement entered into by you in the usual course of your Business in which you assume the tort liability of another to pay damages because of injury or damage to which this insurance applies, to a third person or organisation, where the contract or agreement is made prior to the injury or damage or the act giving rise to such injury or damage.

### Insured Person

means:

- for the purposes of Policy 5:
  - any natural person who has been, now is or shall become a duly elected trustee, or appointed **Officer**, employee or committee member (whether or not salaried and including members appointed to any building management committee) of a **Principal Organisation**;
  - a **Strata Manager** who has been, now is or shall become a duly appointed **Officer** or committee member (whether or not remunerated) of a **Principal Organisation**.
- for the purposes of Policy 6 person(s) carrying out voluntary work authorised, organised and under the direction and control of or for the benefit of the Named Insured in performing its statutory powers and functions required of the **Commercial Strata** of Your Building.
- for the purposes of Policy 7:
  - any natural person who, during the **Policy Period**, is or becomes a duly elected trustee, or appointed **Officer**, employee or committee member (whether or not salaried) of a **Principal Organisation**;
  - a **Strata Manager** who acts as such during the **Policy Period**.

### Intellectual Property Law or Right

means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or

other judicial or statutory law concerning piracy, unfair competition or other similar practices.

### Interrelated Wrongful Acts

means all causally connected **Wrongful Acts**.

### Limb

whether in the singular or plural, means an arm at or above the wrist or a leg at or above the ankle.

### Loading or Unloading

means:

- the handling of **Property**:
- after it is moved from the place where it is accepted for movement into or onto an **Aircraft, Vehicle** or **Watercraft**;
- while it is in or on an **Aircraft, Vehicle** or **Watercraft**; or
- while it is being moved from an **Aircraft, Vehicle** or **Watercraft** to the place where it is finally delivered.
- does not include the movement of **Property** by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft, Vehicle** or **Watercraft**.

### Loss

in Policy 5 means the total amount covered under this Policy which any **Insured** becomes legally obligated to pay on account of any **Claim** made against any **Insured** for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, settlements, costs and **Defence Costs**. **Loss** does not include (1) any amount not indemnified by a **Principal Organisation** for which any **Insured Person** is absolved from payment by reason of any covenant, agreement or court order, (2) any amount incurred by any **Principal Organisation** (including its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of a **Claim** or potential **Claim** by or on behalf of any **Principal Organisation**, (3) fines or penalties or aggravated or exemplary damages imposed by law or the multiple portion of any multiplied damage awarded outside Australia, (4) the future salary or benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement order or other resolution, or (5) matters uninsurable under the law pursuant to which this Policy is construed.

### Loss event

means an **Occurrence** or act under the applicable coverage.

### Machinery and Plant

means any mechanical or electrical machine apparatus used for the generation, transmission or utilisation of mechanical or electrical power.

**Machinery and Plant** does not mean any:

1. insulating or refractory material;
2. non-metallic vessels, equipment, machines and apparatus, including their glass lining and non-metallic parts;
3. glass linings of vessels, equipment, machines and apparatus;
4. catalyst;

5. piping, vessels or electrical cables, not enclosed in conduit, buried directly in the ground;
6. sewer piping;
7. sprinkler system piping or water piping other than:
  - 7.1 feedwater piping between any steam boiler and its feed pumps or injectors;
  - 7.2 steam boiler condensate return piping; and
  - 7.3 metal water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;
8. part of an unfired pressure vessel that is not under:
  - 8.1 pressure; or
  - 8.2 internal vacuum;

### Management Committee

means any executive committee, council or committee of management, exercising statutory and/or management powers on behalf of the **Commercial Strata**.

### Money

means 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, travellers cheques, securities and negotiable instruments.

### Occurrence

for the purposes of Policy 2 means an event, including continuous or repeated exposure to substantially the same general harmful conditions, that would be unexpected and unintended from the standpoint of a reasonable person in the circumstances of the **Insured**.

### Office Bearer

means a member of the **Management Committee**.

### Officer

means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

### Paraplegia

means total paralysis of both legs and part or whole of the lower half of the body.

### Permanent

as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

### Personal Injury

means injury, including humiliation, mental anguish, mental injury and shock, caused by an act of:

- false arrest, false detention or other false imprisonment;
- malicious prosecution;
- wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;

### Physician

means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the **Sickness or Disease** or **Accidental Bodily Injury**, and who is not a **Relative** of the **Insured Person**.

### Policy Period

means the period of time specified in the Schedule, subject to prior termination in accordance with the conditions of this Policy.

### Policy Year

means the period of one year following the inception of this Policy or any anniversary thereof, or, if the time between inception or any anniversary and the termination is less than one year, the lesser period.

### Pollutants

means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency, a country, state, territory, county, municipality or locality or counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil, oil products, infectious or medical waste and any noise. Waste includes materials to be recycled, reconditioned or reclaimed.

### Principal Organisation

means any entity designated in Item 1 of the Schedule.

### Professional

means accountant or solicitor or other such professional retained by the **Principal Organisation**.

### Professional Expenses

means the reasonable and necessary fees and disbursements incurred, with the prior written consent of the **Company**, by

- an accountant who is a member of a recognised

Australian accounting body; or

- any other professional, expert or consultant specifically agreed by the **Company**.

### Property

means tangible property other than **Money** or **Securities**.

### Property Damage

means:

- physical injury to tangible property, including resulting loss of use of such property.
- loss of use of tangible property that is not physically injured, provided such loss of use is caused by physical injury to other tangible property.

All such loss of use shall be deemed to happen at the time of the physical injury that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

### Publishers Liability

means a **Wrongful Act** constituting infringement of copyright or trademark, unauthorised use of title, plagiarism or misappropriation of ideas.

### Quadriplegia

means total paralysis of both legs and both arms.

### Relative

means the **Insured Person's** spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.

### Securities

means negotiable and non-negotiable instruments or contracts representing either **Money** or other **Property** and shall include commodities, futures, and options.

### Sickness or Disease

means any illness, affliction, condition, disorder, syndrome, infirmity or complaint contracted by an **Insured Person**.

### Strata Manager

means a third party appointed by the **Management Committee** to provide advice and carry out specified functions on behalf of the **Commercial Strata**.

### Temporary Partial Disablement

means the inability of an **Insured Person** to engage in a substantial part of his usual occupation or employment.

### Temporary Total Disablement

means the inability of an **Insured Person** to engage in his usual occupation or employment.

### Territorial Limits

means Australia.

### Terrorism

means any act, including the use of force or violence or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

### Total Disablement

means disablement which entirely prevents the **Insured Person** from engaging in his usual occupation or employment, or any other occupation or employment for which he is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of his life.

### Vehicle

means any type of machine (including any trailer, machinery or apparatus attached thereto) that travels on wheels or self-laid tracks and is propelled by other than manual or animal power.

### War

means armed opposition, whether declared or not between two countries.

### Watercraft

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

### Wrongful Act

means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by a **Principal Organisation** or an **Insured Person**, individually or otherwise, in their **Insured Capacity**, or any matter claimed against such **Insured Person** solely by reason of serving in such **Insured Capacity**.

The policy is issued by Chubb Insurance Company of Australia Ltd

**Chubb Insurance Company of Australia Ltd Contact Details**

**SYDNEY**

**Street Address**

Citigroup Centre  
Level 29, 2 Park Street  
Sydney, NSW, 2000 Australia

**Contact Numbers**

Ph 61-2-9273 0100  
Fax 61-2-9273 0101

**MELBOURNE (Tas, NT, SA)**

**Street Address**

Level 14, 330 Collins Street  
Melbourne, VIC, 3000 Australia

**Contact Numbers**

Ph 61-3-9242 5111  
Fax 61-3-9642 0909

**CPI National Underwriting Centre**

**Street Address**

Level 14, 379 Collins Street  
Melbourne, VIC, 3000 Australia

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Fax 61-3-9642 0909

**PERTH**

**Street Address**

Level 1, 225 St George's Terrace  
Perth, WA, 6000 Australia

**Contact Numbers**

Ph 61-8-6211 7777  
Fax 61-8-9226 2806

**Postal Address**

P.O. Box 7105  
Cloisters Square  
Perth, WA, 6850

**DX Address**

DX 63525  
Mill Street, WA

**BRISBANE**

**Street Address**

Level 24, 12 Creek Street  
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**Postal Address**

GPO Box 1007  
Brisbane, QLD, 4001 Australia

**Contact Numbers**

Ph 61-7-3227-5777  
Fax 61-7-3221-1677



**Commercial Strata  
Elite Package**