

# STRATA INSURANCE PRODUCT DISCLOSURE STATEMENT



LUCKY  
YOU'RE  
WITH **AAMI**

# Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that sets out what we cover under this policy, what we don't cover, the limits of cover, and the terms and conditions that apply. Read this PDS carefully before you decide whether our cover is right for you.

The information in this PDS is current on the date it was prepared. From time to time, we may update some of the information in the PDS that isn't materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we'll give to you.

You can ask us for a confirmation of a transaction relating to your policy or any claim by calling us on **13 22 44**.

## Using our products for financial abuse is unacceptable

An insurance policy and the rights under it, including making any claim or receiving claims proceeds, is no place for financial abuse or other types of abuse such as threatening, harassing, or controlling behaviour. Using the policy or the rights in an abusive way can have serious negative impacts on the abused.

We may report reasonable suspicions of financial or domestic abuse to relevant authorities, including law enforcement.

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In this PDS you'll be referred to the Strata Insurance Additional Information Guide. This guide is available at [aami.com.au](http://aami.com.au) and contains further information about premiums, excesses and claim examples. Please contact us for a free copy.



Some terms and words in this policy have special meanings (definitions) which apply to them. The terms and words with special meanings (definitions) are defined in section 9 'Terms and words with special meanings (definitions)' on page 109. This section may also refer you to where that special meaning can be found in this policy.

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# Key information about AAMI Strata Insurance

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This is a summary only. Like all policies, there are conditions, limits, and exclusions that apply so you need to read your policy for full details.

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## Type of insurance

This policy provides cover for loss or damage to the strata building (including common property) at the insured address.

You can choose to add cover for common contents. The cover you've chosen will be shown on your certificate of insurance.

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## What we pay

### Strata building (including common property) cover

The most we'll pay for loss or damage to the strata building (including common property) for any one incident during the period of insurance is the building sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

### Common contents cover (optional)

The most we'll pay for loss or damage to the common contents for any one incident during the period of insurance is the common contents sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

### Legal liability cover

The most we'll pay for all claims arising from one incident and in total during the period of insurance for legal liability covered by this policy is **\$20 million**, including all associated legal costs.

### Additional cover

We'll pay up to the limits outlined under the relevant Additional cover.

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## What we cover

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### **Cover for specific incidents and accidental loss or damage**

We cover the strata building (including common property) and, if you select optional common contents cover, common contents for:

- the insured incidents listed in this policy like storms, floods, and fires (including bushfire)
- accidental damage not caused by or arising from any of the insured incidents listed in this policy.

### **Legal liability**

We cover your legal liability to pay compensation for death, or bodily injury to other people (not you), or loss or damage to their property at the insured address.

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## Additional cover that comes with your policy



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There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 63 for more information.























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## Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

What we cover	Page
Insured events (Subject to policy terms)	 Flood  48
	 Storm  49
	 Storm surge  50
	 Lightning  51
	 Fire (including bushfire) & the Extra costs cover in the event of bushfire  52
	 Earthquake and tsunami  53
	 Theft or burglary by tenants or their guests  54
	 Theft or burglary by people who aren't lot occupiers or their guests  54
	 Escape of liquid and Exploratory costs  55
	 Impact  57
	 Damage by an animal  58
	 Explosion  59
	 Riot, civil commotion or public disturbance  59
	 Malicious acts and vandalism by lot occupiers or their guests  60
	 Malicious acts or vandalism by people who aren't lot occupiers or their guests  60
Accidental loss or damage	 Accidental loss and damage is not loss or damage caused by or arising from any of the insured incidents set out above and on pages 48 to 61  46



What we cover		Page
Legal liability	 Legal liability	 61
Additional cover (These are covers that come with your policy)	 Emergency repairs and other repair or rebuilding costs	 65
	 Temporary accommodation for lot owners	 67
	 Loss of rent following an insured incident	 70
	 Costs to re-establish important documents	 71
	 Exploratory costs where liquid escaping isn't covered under insured event 'Escape of liquid'	 72
	 Motor burnout	 73
	 Embezzlement of funds	 75
	 Office bearer's liability	 76
	 Lock replacement	 79
 Voluntary workers cover	 80	

## Legal requirements to hold insurance under strata legislation

Strata legislation sets out mandatory insurance requirements for body corporates, strata buildings and common property. We do not warrant or represent that this policy meets the mandatory insurance requirements which apply to you. You should ensure that you understand your obligations.

# What to do when an incident happens

We understand experiencing loss or damage or having a claim made against you can be stressful.

Here's what to do:



## Step 1

Make sure everyone is safe.  
For emergencies, call **000**.



## Step 2

Try to prevent further loss, damage, or liability (for example, if there is a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).



## Step 3

Report any theft and malicious damage to the police as soon as possible.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to, and the report number.



## Step 4

Contact us as soon as possible by calling **13 22 44**.

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay. When you contact us, describe details of what has happened (for example, a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your strata building (including common property) or insured common contents was caused by another person, then if possible, please provide us their name and address and if applicable, their vehicle registration number.

## Who we mean by 'you'

In your policy with us, you/your refers to the person or entity named as the insured on your certificate of insurance.

Your policy also provides cover to the following people as third party beneficiaries:

- lot owners but only in respect of Additional covers 'Temporary accommodation for lot owners' and 'Loss of rent following an insured incident'
- office bearers, but only in respect of Additional cover 'Office bearer's liability'
- voluntary worker, but only in respect of Additional cover 'Voluntary workers cover'.

## Who we mean by 'we'

When we say 'we', 'us', 'our', or 'AAMI' we mean AAI Limited ABN 48 005 297 807 trading as AAMI.

## Our agreement with you

Your policy is a legal contract of insurance between you and us. If you buy this product from us and you're named as the insured on your certificate of insurance, you'll have entered into the contract of insurance with us. Your policy is made up of your certificate of insurance, this PDS and any SPDS that we've given you.

## Who we'll take instructions from

Unless otherwise stated in this policy we'll only take instructions from you and any representatives that you nominate to us in writing.

You and any of your nominated representatives can request changes, cancel and otherwise deal with this policy including any claim made against this policy.

We'll also take instructions from any specifically identified third party beneficiaries in respect of their entitlement under the policy.

You must keep the identity and details of all nominated representatives up to date. Advise us when you add new representatives or as soon as a nominated representative ceases to represent you. Ensure all contact details are current, complete and accurate. If you fail to do this, it may lead to delays on claims, claims payments being made to parties who no longer represent you or cover being cancelled by representatives who no longer represent you.

## Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you haven't made a claim during this period, we'll refund in full the money you paid for your policy including any applicable GST, stamp

duty, other government charges and any levies that apply). However, you won't have any cover under the policy.



## You can also cancel your policy at any time

Alternatively, you can cancel your policy at any time while you're insured. You can cancel your policy as at the date you contact us, a future date, or another date if we agree, and you'll have cover up until that date. For more information see 'What happens with cancellations or removal of cover' on page 103.

## There are some things that we don't cover

Like every insurance policy, there are exclusions, conditions, and limits that apply to your policy. There are some things we don't cover whatever the circumstances. These are found in section 3 'General exclusions' on pages 31 to 44 Sections 4 and 5 on pages 45 to 82 explain specific things we don't cover that are particular to the cover under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

## When we may refuse to pay a claim or reduce the amount we pay

Where the effect of a term in this policy is that we may refuse to pay a claim (either in whole or in part) by reason of something you or another person did or didn't do after this policy was entered into then, in accordance with the Insurance Contracts Act 1984 (Cth), we may either:

- refuse to pay a claim, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

We may also cancel your policy.

## NOTICE: section 40 of the Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with, but does not form part of, this policy.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to insurance issued on a 'claims-made and notified' basis. Cover under the Office bearer's liability additional cover (see page 76 is issued on a 'claims made and notified' basis and cover is only available if:

- a claim is first made against any office bearer during the period of insurance and also notified to us in writing during the period of insurance; and
- the claim is of a kind that is covered under this policy,

provided that you or the relevant office bearer(s) weren't aware at any time prior to the start of your policy of circumstances which would have put a reasonable person in that position on notice that a claim may be made against you or against the office bearer(s).

We give you notice that notwithstanding the terms of this policy, pursuant to section 40(3) of the Insurance Contracts Act 1984 (Cth) if you or any office bearer gives notice in writing to us of facts that might give rise to a claim against you or any office bearer as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the policy expires, then we are not relieved of liability under the policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by this policy.

## Sometimes we can provide extra support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation, or cultural background. If you're comfortable, you can tell us about your situation, and we'll work with you to arrange support.

## These are your responsibilities during the period of insurance

### Things you need to do:

- follow all of the terms and responsibilities set out in your policy
- take steps to prevent theft, loss, damage, or legal liability (for example, ensuring there are working smoke detectors in the strata building)
- maintain door locks and window locks in good working condition
- ensure that any security devices we asked about and you have told us are installed, are in fact installed
- provide honest and complete information for any claim, statement, or document supplied to us
- don't behave in a way that's abusive, dangerous, hostile, improper, or threatening when engaging with us and our service providers
- ensure that the strata building (including common property) complies with local council requirements and building laws and regulations when construction, alterations, or repairs are undertaken (for example, ensure you obtain all required permits before the works begin and ensure that all requirements, including height limits, are met) (see also page 40).

### Keeping your strata building (including common property) well maintained and in good condition

The following responsibilities are also linked to some general exclusions. You need to do the following things in relation to property insured under this policy and use reasonable

endeavours to ensure that lot owners and lot occupiers are aware of these things and do them too:

- fix any inherent defect, faulty design, structural defect, structural fault, faulty or poor workmanship at the insured address as soon as possible after you identify it or are told about it (see also page 34)
- keep the strata building (including common property) (including all sheds, outbuildings, and other structural improvements at the insured address) structurally sound and safe and fit to live in (see also page 34)
- fix things that are blocked, broken, damaged, loose, have fallen down, are missing, are rusted through, or are in a general state of disrepair (for example, the roof leaks when it rains or there are holes in walls) (see also page 34)
- keep the strata building (including common property) free of infestation from vermin and termites (see also page 32)
- remove mould (see also page 39).

## We can reduce or deny cover if you don't meet your responsibilities

Your policy may not provide cover if you haven't met your responsibilities, and it may lead us to reduce or refuse to pay your claim (see page 14).

If you don't meet your responsibilities, we may cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## How we'll keep in contact with each other

### Communicating with you by post

We may send your policy documents and policy related communications by post unless you've consented to receiving these electronically (see below).

### Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email, other types of electronic communication (for example, SMS), or both. We'll obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

### Let us know if your contact details change

You must keep your contact details, including your Australian Mobile number, postal address, and email address up to date. If we don't have up to date contact details, you might not receive your important policy documents which could impact whether you have cover in place.

## How to contact us

Call us on **13 22 44**.

## When you must contact us

During the period of insurance, you must tell us as soon as possible about any of the following:

- you've had another insurer cancel, decline, or not offer to renew an insurance policy, impose specific conditions on a policy, or refuse a claim
- you start farming, manufacturing, or undertaking repair work at or from the insured address
- you, or your managing agent, become aware of changes to any declared business activity operated at the insured address, for example, the type of business activity changes, people start to come to the insured address for the purpose of a new business conducted at the insured address, business signage is installed, or hazardous or potentially dangerous chemicals are kept at the insured address. However, we don't need to know if this business activity is only:
  - the residential tenancy of a unit or lot by a lot occupier which is part of the strata building (including common property)
  - the use of part of a residential unit or lot as a home-based office
  - using no more than **1** unit or lot in the strata building as an administration office
- you need to change the sums insured for the strata building (including common property) or common contents
- any detail on your certificate of insurance isn't accurate, for example, the description of the strata building (including common property)
- you, or your managing agent use or let all or part of the strata building under a short-term rental, holiday letting or house sharing arrangement. This includes any arrangements booked through an online booking platform you are aware of any lot owner or lot occupier use or let all or part of the strata building under a short-term rental, holiday letting or house sharing arrangement. This includes any arrangements booked through an online booking platform
- the lots in the strata building at the insured address cease to be at least **50%** occupied
- trespassers or squatters use or stay at any lot or part of the strata building (including common property) at the insured address
- you intend to demolish the strata building or any building at the insured address, have lodged an application to do this, or a government authority has issued a demolition order
- you've demolished the strata building and construction of a new building has or will commence
- if any buildings at the insured address are being raised, repositioned, or relocated

## **Tell us about any of these matters from previous periods of insurance**

If you haven't told us about any of the above matters having occurred in any other period of insurance you held this policy with us (but no more than 6 years ago), you must also tell us as soon as possible.

## **What we'll do when you contact us**

When you tell us about any of the above matters, an additional excess, additional premium, or special condition may be applied to your policy. In some cases, in accordance with the Insurance Contracts Act 1984 (Cth), it may lead us to either:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

If what you tell us means we can no longer insure you, we'll cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## **If you don't contact us when you should**

If you don't notify us when you need to, then in accordance with the Insurance Contracts Act 1984 (Cth), we may do either of the following:

- refuse to pay a claim by reason of something you or another person did, or failed to do, but only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, but only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

This includes a failure to notify us of a change in accordance with this clause.

It may also lead us to cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## **About your sum insured**

### **Make sure your sums insured meet your needs if the strata building (including common property) or common contents are damaged or destroyed**

Underinsurance, where your sums insured are insufficient to cover the strata building (including common property) or common contents being damaged or destroyed, can expose you to serious financial loss. It's your responsibility to select a sum insured for both the strata building (including common property) and the common contents that meets your needs in the event the



strata building (including common property), the common contents, or both are damaged or destroyed.

You can choose to seek the services of an architect, builder, quantity surveyor, valuer, or other suitably qualified professional for an expert opinion.

## **Review your sums insured regularly**

For you to ensure your sums insured meets your needs if the strata building (including common property) or common contents are damaged or destroyed, it's important for you to review your sums insured regularly, being mindful of any additions, enhancements, or renovations that you may make and ask us to change the sums insured if required. For example, upgrading the size and standard of the strata building (including common property) may increase the cost to rebuild the strata building (including common property). You also need to factor in building cost escalations which occur over time and also if your building is damaged at the same time as others in your area are damaged such as due to bushfire, cyclone or flood.

## **We don't pay extra because you over-insure**

We won't pay more than the sum insured for loss or damage to either:

- the strata building (including common property)
- insured common contents

When we're paying up to a sum insured for loss or damage, we won't pay more than the amount of the assessed quote to rebuild, repair, or replace either your:

- building (including common property)
- common contents

We won't refund any premium paid for over-insuring, where your sums insured are higher than the assessed quote to rebuild or repair the strata building (including common property) or repair or replace your common contents.

## **We may adjust your sums insured at your renewal offer**

We may choose to adjust your sums insured shown on your certificate of insurance as part of your renewal offer. We do this to account for various factors including inflationary trends. However, if we do this, any revised sum insured will not take account of your building or your specific circumstances and needs, and you still need to consider if the building (including common property) and common contents sums insured are suitable for your needs and that you consider whether they are adequate to meet the cost to reinstate your building and replace your insured common contents.

## **Limits and amounts we pay include Goods and Services Tax (GST)**

Limits and the most we pay amounts stated in this PDS and on your certificate of insurance include GST.

# How your excess works when you make a claim

## What is an excess?

An excess is the amount you must pay towards the cost of your claim for each incident covered by your policy. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate of insurance or in this PDS.

### Excess Type

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<b>AAMI Flexi-Premiums® excess</b>	This excess applies to all claims unless your policy states otherwise.
<b>Additional excess</b>	An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess, unless stated otherwise in your policy.
<b>Water damage excess</b>	This excess applies in addition to any other excess if you make a claim for loss or damage caused by leaks in or from pipes or water containers, unless stated otherwise in your policy.
<b>Theft or burglary by lot occupiers or their guests excess</b>	For any claim under 'Theft or burglary by lot occupiers or their guests' (see page 54), this excess will apply in addition to any other excess that apply.
<b>Malicious acts and vandalism by lot occupiers or their guests excess</b>	For any claim under 'Malicious acts and vandalism by lot occupiers or their guests' (see page 60), this excess will apply in addition to any other excess that apply.
<b>Unoccupied excess</b>	<p>This excess applies in addition to any other excess, if at the time of the incident covered by your policy, 50% or more of the lots at the strata building at the insured address haven't been occupied for a period of more than <b>60</b> continuous days.</p> <p>You may be required to prove the occupancy of the strata building in the event of a claim. An example of how you can prove the occupancy is providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the strata building.</p>



Refer to the Strata Insurance Additional Information Guide for more information about excesses

## **The higher excess applies when claiming for both strata building (including common property) and common contents**

When both the strata building (including common property) and common contents at the one insured address are insured with us and your claim is for loss or damage to both arising from the same incident, you must pay whichever is the higher of the strata building AAMI Flexi- Premiums<sup>®</sup> excess or the common contents AAMI Flexi-Premiums<sup>®</sup> excess (plus any other applicable excess).

### **How to pay your excess**

If any excess(es) applies to your claim, we'll do one of the following:

- deduct the amount of the excess(es) from any cash payment we make
- require you to pay the amount of the excess(es) to us. We'll let you know when and how to pay.

We won't cover any legal or other costs that arise because of any delay in paying the excess.

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# What and where we cover – the basics

2

## Where we cover

We cover the strata building (including common property) and if you select optional common contents cover, common contents at the insured address. The insured address is the address/location shown on your certificate of insurance.

## The strata building (including common property)

### We cover as the strata building (including common property)

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#### We cover



Strata building means any building under a strata scheme at the insured address which is used primarily for residential purposes and includes common property at the insured address. Strata building also means any of the following fixtures at the insured address owned by you or for which you are legally responsible:

- garages, carports, outbuildings, and any structural improvements on the land
- decks, pergolas, pagodas, gazebos, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), sheds, and tennis courts
- garden borders, sealed pathways, and paved or concreted floor areas
- sealed driveways or sealed roads
- outdoor walls, free-standing outdoor walls, gates, fences, and retaining walls which are located within the boundaries of the insured address
- services, both above and below ground, that are your property and you are responsible for, including fixed fire prevention and security equipment
- any permanently housed, connected, or wired electrical appliances including ducted air conditioning and intercoms
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, fixed barbecues, fixed aerials and outdoor lights, awnings, and external blinds and shutters
- gas appliances permanently plumbed to a gas supply
- sewer storage tanks or treatment tanks permanently plumbed to the strata building (including common property)
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where any part of their structure begins or terminates on or within the boundaries of the insured address

## We cover



- uninstalled building fixtures, fittings, and materials to be used for the strata building. However, only when kept in a locked and secured building at the insured address, and only up to **\$1,500** in total for any one incident
  - lifts, elevators, escalators, travelators, inclinators, and hoists
  - these wall, floor, or ceiling coverings (including when they are inside a unit, if they are required to be insured by the body corporate as part of the strata building under the relevant strata legislation in your state or territory):
    - paint, tiles, wallpaper, and permanent fixed wall, fixed ceiling coverings and fixed carpet
    - fixed floor coverings including lino, whether glued down or not
    - fixed timber floor coverings.
- 

Continued on next page.

## We don't cover as the strata building (including common property)

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### We don't cover



Building (including common property) doesn't include any of the following:

- any lot;
  - property owned by a lot owner or lot occupier;
  - property for which a lot owner or lot occupier is legally responsible
  - anything that is common contents (whether insured under this policy or not)
  - any new building in the course of construction
  - any part of the strata building (including common property) used for farming of any description (including buildings used for hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo, or stable. This limitation doesn't include any building (including common property) which could be used for farming, however, it isn't used for that purpose
  - any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles, or craft of any type
  - inflatable or portable swimming pools and spas and their accessories
  - fixed swimming pools and spas, tennis courts, saunas, gyms, recreational areas, playgrounds, or other property that isn't the legal responsibility of the body corporate or owner's corporation for insurance purposes
  - any fixed or temporary dead weight moorings, mushroom moorings, or screw in moorings
  - any unfixed carpets, rugs, internal blinds and shutters, drapes, or curtains
  - any air conditioning units which only service a particular lot
  - loose or compacted soil, sand, artificial grass, gravel (including on roads, driveways, and tracks), pebbles, rocks, or granular rubber
  - used or applied chemicals, fertilisers, or pesticides
  - lawns or grass, garden areas, plants, trees, shrubs, or hedges, in the ground
  - any domestic outbuilding which is not a lot that is occupied, or intended to be occupied, as a residence
-



**We  
don't  
cover  
(con't)**



- any part of the strata building (including common property) used or occupied:
  - as a hotel or motel where a lot is fully occupied for the purposes of a business activity with no residential use.
  - for any business activity unless this business activity is either:
    - the residential tenancy of a unit by a permanent lot occupier, which is part of the strata building
    - using a part of the residential unit or lot as a home-based office
    - the declared business activity that you have previously disclosed to us and such business activity is incidental to the unit's residential use
    - using no more than **1** unit or lot in the strata building as an administration office.

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## **The most we'll pay for loss or damage to the strata building (including common property)**

The most we'll pay for loss or damage to the strata building (including common property) for any one incident and in total during the period of insurance is the sum insured for 'building', unless stated otherwise in your policy.

### **Building items with fixed limits**

Some items also have fixed limits that can't be increased and these limits (shown in the table below) are the most we'll pay for those items.

<b>Fixed limits apply to</b>	<b>Limits for any one incident</b>
Uninstalled building fittings, fixtures, and materials, however, only when kept in a locked and secured building at the insured address	Up to <b>\$1,500</b>

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# Your common contents

## We cover as your common contents

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### We cover



Common contents means your unfixed property at the insured address that you own or for which you are legally responsible and which is not part of any lot or common property. Common contents may include:

- unfixed wall, floor and ceiling coverings such as floor coverings that were not fitted when the strata building was originally built, whether secured to the floor or not
- internal window coverings
- portable domestic appliances (for example, washing machine and clothes dryer)
- tools and cleaning equipment
- domestic tools and gardening equipment (including ride-on mowers)
- office equipment, electronic equipment, and fixed line telephones you use in your administration office, examples include:
  - computers, including laptops, electronic diaries, tablets, printers, and scanners (but not electronic data or files, including software, games, or stored media, unless it meets the condition in the general exclusion 'Photographs, electronic data, and images' on page 40)
  - filing cabinets
  - fax machines and photocopiers
  - chairs, tables, desks, and other office furniture
  - office stationery.

## We don't cover as your common contents

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### We don't cover



Common contents doesn't include any of the following:

- property owned by a lot owner or lot occupier
- property for which a lot owner or lot occupier is legally responsible
- any fixture or item owned by a lot owner or lot occupier which they could legally remove if they sold or vacated their unit or lot
- personal effects and valuables designed to be worn or carried by a person such as clothing, footwear, baggage, handbags, wallet, jewellery and watches
- valuable items such as:
  - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders, or stamps
  - medals, collections, or memorabilia
  - precious stones
  - items made of, or plated with, gold or silver
- mobile phones
- any item covered as the strata building
- carpets or any contents item owned by a lot owner or lot occupier
- animals, including fish, reptiles, pets, and livestock
- stock in trade
- uninstalled building fittings, fixtures, and materials
- floating floors fitted by the lot owner
- any of these vehicles or craft or any of their accessories or spare parts:
  - motor vehicles or trailers, motorcycles, mini-motorcycles, personal transportation vehicles, motorised bicycles, watercraft, and aircraft
  - caravans, mobile homes, or any of their contents
  - tractors, back hoes, bob-cats, earth dozers, or front-end loaders or their accessories or spare parts
- loose or compacted soil, sand, artificial grass, gravel, pebbles, rocks, or granular rubber
- used or applied chemicals, fertilisers, or pesticides
- lawns, grass, garden areas, plants, trees, shrubs, or hedges, in the ground
- any form of cryptocurrency or non-fungible tokens (NFT's), including any devices, wallets, or programs for sending, receiving, storing, transferring, or trading cryptocurrency or NFT's.

## **The most we'll pay for your common contents**

The most we'll pay for loss or damage to all common contents arising from any one incident and in total during the period of insurance is the common contents sum insured, unless stated otherwise in your policy.

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## General exclusions

3

Some things are never covered by this policy. These are known as 'General exclusions' and apply to the whole policy.

### **Actions or movements of the sea**

We don't cover loss or damage caused by, connected with, or arising from, or liability for or caused by, connected with, or arising from any actions or movements of the sea.

### **Agreements you enter into**

We don't cover legal liability for or caused by, connected with, or arising from any agreement or contract you enter into. However, this exclusion doesn't apply if your legal liability if it would have existed had you not entered into the agreement or contract.

### **Aircraft and their shockwaves**

We don't cover legal liability for or caused by, connected with, or arising from you using or owning any aircraft or the facilities to land or store aircraft.

We also don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds.

### **Animals**

We don't cover legal liability for or caused by, connected with, or arising from any animal.

We also don't cover loss or damage caused by animals, for example, damage caused by vermin, insects, birds or other animals pecking, biting, clawing, scratching, tearing, or chewing, or damage caused by their urine or excrement. However, we'll cover loss or damage covered under insured under 'Damage by an animal' on page 58

### **Asbestos**

We don't cover legal liability for or caused by, connected with, or arising from exposure to or potential exposure to, asbestos in any form.

### **Biological, chemical, other pollutant, or contaminant**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- any actual or threatened use, existence, or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant, or contaminant.

However, we'll cover either:

- loss or damage that's covered by the insured incident 'Fire (including bushfire)' on page 52



- your legal liability that's covered by 'Legal liability' cover on page 61, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.



## **Breaking the law**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- you, or someone with your knowledge and permission, committing or trying to commit an unlawful or criminal offence, such as assault or malicious act
- your possession, manufacture, supply, or consumption of any illegal substances or illegal drugs
- you not obeying any commonwealth, state, territory, or local government law, including laws or lawful directions relating to any of the following:
  - smoke alarms
  - pool fencing
  - installing a balcony railing or balustrade when required
  - dangerous goods and liquids
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

## **Broken tiles around pools and spas**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from chipped, broken, or lifted tiles in or around swimming pools and spas.

## **Building not in good condition**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any part of the strata building (including common property) or common contents not being in good condition, such as, but not limited to any of the following:

- there are blocked gutters
- the roof leaks when it rains
- there are areas of the roof that are rusted through
- there is wood rot, termite, or ant damage to the strata building (including common property)
- there are holes in floors, walls, ceilings or any other parts of the strata building (including common property) (for example, external wall cladding, internal plaster, floorboards)
- there are boarded up or broken windows
- there are steps, gutters, flooring, walls, ceilings, gates, fences, or any other areas of the strata building that are loose, falling down, missing, or rusted through or otherwise in disrepair
- previous damage including damage caused by flood hasn't been repaired
- the strata building (including common property) is infested with vermin
- any pool gates or fences are in disrepair
- the strata building (including common property), including all sheds, outbuildings, and any other structural improvement at the insured address, isn't structurally sound or is unsafe or unfit to live in
- plant matter is growing on the strata building (for example, walls, windows, gutters)
- there are ride-on mowers (domestic tools or gardening equipment) that are damaged or in need of repairs.

## **Building works**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from building works, other than the cover available under 'Legal liability', to the strata building, or parts of the strata building, (including common property) including any of the following:

- damage caused by cracking, collapse, subsidence, caused fully or partially by the construction work

- damage caused by storm, flood, or water entering the strata building through any openings (whether such openings were created by you or another person) in the walls or roof or other unfinished parts of the strata building under construction, and whether or not they were temporarily covered at the time of the damage
- theft or damage by someone who enters or leaves through an unlockable part of the strata building that's under construction.

We also don't cover legal liability for or caused by, connected with, or arising from building works being carried out at the insured address where the total cost is more than **\$50,000**.

### **Buildings, property, structures, or land not at the insured address**

We don't cover legal liability for or caused by, connected with, or arising from you owning, occupying, leasing, or renting any building, property, structure, or land not at the insured address except for a jetty or pontoon which begins or terminates on government owned land adjoining the insured address and the jetty or pontoon is for your exclusive use (see legal liability page 61).

### **Bushfires, storms, storm surges, floods, tsunamis in the first 72 hours of cover**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from a bushfire, storm, storm surge, flood, or tsunami in the first **72** hours of cover. But we'll cover these events if this policy began on the same day:

- you registered as the body corporate or owner's corporation of the strata building (including common property)
- that another policy covering the strata building (including common property) and common contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured will not be covered for these incidents for the first **72** hours specified).

### **Business activity**

We don't cover legal liability for or caused by, connected with, or arising from any business activity unless this income is either:

- collection of strata fees from unit or lot owners
- the residential tenancy of a unit or lot by a permanent lot occupier, which is part of the strata building (including common property)
- using a part of the residential unit or lot as a home-based office
- using no more than **1** unit or lot in the strata building (including common property) as an administration office.

### **Caravans and trailers**

We don't cover legal liability for or caused by, connected with, or arising from using or towing a caravan, mobile home, or trailer.

## **Chemical damage when cleaning**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

## **Communicable Disease**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any loss, damage, claim, cost, expense, legal liability, or other sum, directly or indirectly arising out of, or attributable to, a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

## **Confiscation or damage by a legal authority**

We don't cover confiscation, nationalisation, compulsory acquisition, requisition, or damage by the police, a government authority, or someone with the legal authority to do this. However, we'll cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured incident covered by your policy.

## **Defamation or copyright**

We don't cover legal liability for or caused by, connected with, or arising from defamation or breach of copyright.

## **Defects, faults, workmanship**

We don't cover either:

- loss damage or legal liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural fault, or faulty or poor workmanship if you knew or should've reasonably known about it (for example, because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report)
- any loss or damage to the part of the strata building (including common property) with an inherent defect, faulty design, structural defect, or faulty or poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults, and poor workmanship' as part of the repair or rebuilding process see page 95.

For example, poor workmanship might have resulted in the removal of structural posts, beams, or load bearing walls without taking into account structural engineering requirements.

## **Deliberate damage to a reservoir or dam**

We don't cover loss or damage caused by, connected with, or arising from any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

## **Deliberate or reckless actions**

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from an act or omission by you, anyone living at the strata building the insured address, any owner or part owner of the strata building (including common property), and anyone acting with your given or implied consent, which is any of the following:

- deliberate
- a deliberate lack of action
- demonstrates a reckless disregard for the consequences of that action or omission.

## **Drones**

We don't cover legal liability for or caused by, connected with, or arising from aerial devices, drones, and other autonomously piloted aircraft.

## **Erection or demolition**

We don't cover legal liability for or caused by, connected with, or arising from erection or demolition of buildings or structures.

## **Extra costs or other losses following an incident covered by your policy**

We don't cover your extra costs or other losses (financial and non-financial loss) suffered or incurred by you (and not a third party) following an incident covered by your policy, including but not limited to any of the following:

- loss of rent except as expressly covered by your policy
- loss of your income or wages
- your medical expenses
- your costs, including the cost of your time, to prove your loss or to help us with your claim (for example, phone calls, postage) unless stated otherwise in your policy
- your cost of hiring appliances after yours suffer loss or damage
- professional, expert, legal, consulting, or valuation costs unless you obtained our prior authority to incur these costs
- your cost of replacing or reapplying pest control chemicals and baits in or around the insured address
- your travel costs
- your cleaning costs unless stated otherwise your policy
- any increase in your electricity costs not directly arising from an incident covered by your policy.

## **Fines, penalties, and other damages**

We don't cover civil or criminal penalties or fines or aggravated, exemplary, punitive, or multiple damages.

## **Ground movement**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover landslide or subsidence that's specifically covered under the following insured incidents:

- 'Flood' on page 48
- 'Storm' on page 49
- 'Storm surge' on page 50
- 'Earthquake and tsunami' on page 53
- 'Escape of liquid' on page 55
- 'Explosion' on page 59

## **Hacking, cyber-attack or cyber incident**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- unauthorised, malicious or criminal act (including any threat or hoax) involving access to, processing, use or operation of any computer system (including computer hacking, cyber-attack, any computer virus). However, we will cover loss or damage to the strata building (including common property) or common contents caused by theft, if that theft results from a thief hacking your building security system to open doors and gain unauthorised entry into your building; error or omission involving access to, processing of, use of or operation of any computer system, or any unavailability or failure to access, process, use or operate any computer system
- destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or inability or failure to receive, send, access or use electronic data; or error in creating, amending, entering, deleting or using electronic data; or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of electronic data (including the value of any electronic data).

## **Hazardous materials**

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any hazardous materials if not stored or used in accordance with the relevant law, controls, and manufacturer's instructions.

## **Illegal drugs or other chemical or poisonous substance**

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from any unintentional or intentional use, existence, or contamination by, or due to either:

- illegal drugs including but not limited to the manufacture, storage, use, possession, consumption, or distribution of any illegal drugs (or illegal drug precursors)
- any other chemical or poisonous substance.

## **Legal actions in other countries**

We don't cover any legal actions or legal claims brought against you, decided, or heard in countries outside Australia or New Zealand.

## **Lifts, elevators, escalators, travelators, inclinator, or hoists**

We don't cover legal liability for or caused by, connected with, or arising from any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists that you do. This includes anything that is part of a lift, elevator, escalator, travelator, inclinator, or hoist. This doesn't apply to any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists carried out by a person or company that you employ, or contract and that person or company is qualified to make any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists.

## **Mechanical or electrical breakdown or failure**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mechanical or electrical failure or breakdown or anything that fails to operate properly. However, we'll cover damage caused by any of the following:

- fire spreading from an electrical fault to other parts of the strata building (including common property) to the extent it's covered under the insured incident 'Fire (including bushfire)' on page 52
- lightning to the extent it's covered under the insured incident 'Lightning' on page 51
- motor burnout to the extent it's covered under the 'Motor burnout' additional cover on page 73.

## **Medical equipment and aids**

We don't cover any medical equipment, item, or aid.

## **Motor vehicles or motorcycles**

We don't cover legal liability for or caused by, connected with, or arising from the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it, unless at the time of the incident, it was being used legally and didn't have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws and was being used for domestic gardening (for example, ride-on mowers).

## **Mould or mildew**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mould or mildew at the insured address unless it was directly caused by an insured incident covered by your policy and there's no evidence of pre-existing mould or mildew in the area of the strata building (including common property) where the loss or damage has occurred.

## **Not complying with building laws or regulations**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from any component of the strata building (including common property) that wasn't built, constructed, renovated, altered, or repaired in compliance with the applying local council requirements or relevant building laws or regulations (non-complying building component) except those laws or regulations introduced after the strata building (including common property) was originally built or when construction, repairs, renovations, or alterations were undertaken. Non-complying building components include, however, aren't limited to any of the following:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that doesn't meet building laws or regulations
- non-habitable parts of the strata building converted to habitable rooms (as defined by the strata building Code of Australia), where legal height requirements haven't been met
- basement area conversions without building approval and with evidence of inadequate ventilation, drainage or waterproofing (as required under relevant building laws or regulations)
- incorrect slab height in relation to the outside ground level (for example, there must be a step down to outside as required under relevant building laws or regulations)
- poorly designed and non-approved external structures, like decks, gazebos, or carports, without obtaining appropriate permits and that don't meet building laws or regulations.

## **Photographs, electronic data, and images**

We don't cover repairing, replacing, or fixing either:

- electronic data or files that are corrupted, damaged, or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless both of the following apply:
  - the device they're stored on was lost or damaged in an insured incident
  - the electronic data or files were legally purchased, and you can't restore them free of charge
- hard copies of photographs, films or other visual images that are damaged or lost. However, we'll cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.



## **Power surge or shut down by your power provider**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from power surge unless the surge or the loss or damage caused by the surge is covered under any of the following:

- 'Flood' (however, not if you have removed cover for insured event 'Flood') on page 48
- 'Storm' on page 49
- 'Storm surge' on page 50
- 'Fire (including bushfire)' on page 52
- 'Lightning' on page 51
- 'Impact' on page 57
- 'Motor burnout' additional cover on page 73

## **Property owned by you or property in your physical or legal custody**

We don't cover legal liability for or caused by, connected with, or arising from loss or damage to property which:

- is owned by you
- is owned by any person who works for you where that loss or damage arises from their employment with you
- belongs to someone else and is in your physical or legal custody or control.

## **Nuclear and radioactive materials and contamination**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- ionising radiation or contamination by radioactivity, or the use, existence, or escape of, nuclear fuel, nuclear material, or any nuclear waste or from the combustion of nuclear fuel
- any weapon, device, material, operations or action employing nuclear fission or fusion or other like reaction or radioactive force or matter, including detonation of any nuclear device, nuclear weapon or the use, handling or transportation of such weapon, device or material
- any property on the site of a nuclear power station, on any other nuclear reactor installation or on any site used, or having been used, for the generation of nuclear energy or the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material and/or radioactive material
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or radioactive matter
- the use of any nuclear reactor, atomic piles, particle accelerators, generators or similar devices
- the use, handling, transportation of any radioactive material
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any radioactive or nuclear materials
- any looting or rioting following these incidents.

## **Replacement of water**

We don't cover the loss, storage, and replacement of water in any tank, container, pool, spa, and any other storage vessel unless specifically covered under the insured incident 'Fire (including bushfire)' on page 52

## **Revolution, war**

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from either of the following:

- rebellion, revolution, hostilities, war or other acts of a foreign enemy, war like activity (whether war is declared or not), invasion, civil war, insurrection, military coup, or hostile acts of sovereign or government state sponsored entities
- any looting or rioting following these incidents.

## **Roots of trees, shrubs, and plants**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the roots of trees, shrubs, or plants. However, we'll cover damage to the strata building (including common property) and common contents caused by:

- liquid escaping or overflowing from pipes or drains that are blocked or damaged by these roots to the extent the loss or damage is covered under the insured incident 'Escape of liquid' on page 55
- roots from a fallen tree to the extent the loss or damage is covered under insured incident 'Impact' on page 57.

## **Rust or corrosion**

Unless stated otherwise in the policy we don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from rust or corrosion.

## **Sale of your common contents**

We don't cover either of the following:

- loss (including theft) of the strata building (including common property) or common contents (or the proceeds of sale) by a person authorised to offer your common contents for sale
- loss of the strata building (including common property) or common contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your common contents for sale.

## **Sanctions**

We won't provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this policy, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

## **Seepage of water**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from water seeping or running in any of the following situations:

- through the earth (hydrostatic water seepage)
- down the sides of earth or earth fill that's up against the building
- down the sides or underneath swimming pools, spas, or underground tanks
- against or through retaining walls
- from agricultural or overflow pipes.

## **Swimming pools or spa baths**

We don't cover legal liability for or caused by, connected with, or arising from the use of swimming pools or spa baths. However, we'll cover your legal liability for these if you have told us about them and 'Pool/SPA' is noted as 'Yes' on your certificate of insurance.

## **Squatters or trespassers**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from squatters or trespassers using or staying at the insured address.

## **Terrorism**

We don't cover loss, damage, cost, expense, or legal liability of any nature, directly or indirectly caused by, resulting from, in connection with, or arising from either:

- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism.

## **Tree lopping**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from trees being lopped, felled, or transplanted by you or someone authorised by you.

## **Watercraft**

We don't cover legal liability for or caused by, connected with, or arising from using or owning any watercraft.

## **Wear, tear, and deterioration**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from wear, tear, and deterioration of the strata building (including common property) or common contents from either of the following:

- its ordinary use
- the ordinary effects of natural forces such as weather, action of light, atmospheric or climatic conditions, and rising damp

Examples include, but aren't limited to:

- tiles and their adhesive or grouting breaking down
- weathering of roof tiles or roof ridge capping
- wear and tear or other expiry of waterproofing
- weathering, corrosion and breakdown of bricks, mortar, steel or other metal, or concrete.

## **Wrongful acts or omissions of your office bearers**

We don't cover legal liability for or caused by, connected with, or arising from wrongful acts or omissions by any of your office bearers. However, we'll cover legal liability for death or bodily injury to other people, or loss or damage to their property, resulting from an incident in connection with the strata building (including common property), common contents, common areas, or insured address.

## **Vibrations or interference**

We don't cover legal liability for or caused by, connected with, or arising from vibration or interference with the support of the strata scheme I, the strata building (including common property), strata scheme or other property.

## **Your employees**

We don't cover legal liability for or caused by, connected with, or arising from death or injury of your employees or damage to their property including while they're working for you at the insured address.

## What we cover – the details

4

# What you are covered for the strata building

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## We cover



### Building cover

We cover the strata building (including common property) at the insured address for:

- loss or damage caused by the insured incidents described on pages 48 to 60
- accidental loss or damage. Accidental loss or damage does not include loss or damage caused by or arising from any of the insured incidents described on pages 48 to 60

in the period of insurance provided that the loss or damage isn't excluded, and subject to the conditions of your policy.

### Common contents cover

When you add common contents cover to the strata building policy, we'll cover your common contents at the insured address for:

- accidental loss or damage
- loss or damage caused by the insured incidents described on pages 48 to 60

in the period of insurance provided that the loss or damage isn't excluded, and subject to the conditions of your policy.

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## We don't cover



For accidental loss or damage we don't cover:

- anything in section 3 'General exclusions' on pages 31 to 44
  - loss or damage:
    - covered by an insured incident listed on pages 48 to 60 as you can make a claim for loss or damage under the applicable insured incident
    - if you're unable to establish accidental loss or damage took place at a certain time and date
  - loss or damage caused by or arising from:
    - physical assaults or death
    - scorching or burning by cigars, cigarettes, or pipes
    - pollution or vapour from a home heater or cooking appliance
    - leaks from agricultural or overflow pipes;
- 

Continued on next page.

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**We  
don't  
cover  
(cont'd)**



- loss or damage to any of the following:
  - retaining walls, sea walls, revetments, garden borders, and freestanding outdoor walls
  - shower bases (tiled or otherwise), including loss or damage from liquid escaping
  - sporting surfaces or courts including a tennis court, squash court, or multi-court surface
  - boat jetties, pontoons, mooring poles and their attachments and accessories
  - swimming pool liners or covers
  - gates or fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
  - the building caused by earthworks or construction undertaken by a neighbour
  - driveways, paths, paving, or underground services caused by road vehicles, cranes, or earthmoving equipment
  - building, renovating, or altering the building (except for spilling paint)
- the cost to:
  - repair or replace pipes, tanks or containers that burst or leak
  - to clean, repair, or restore the strata building (including common property) or common contents caused by neglect, or untidy, unclean, or unhygienic habits of a lot occupier or their guests
  - repair cracking of sealed paths, sealed driveways, and sealed roads

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**Limit**  


If the loss or damage is covered under your policy the most we'll pay for loss or damage to the strata building (including common property) or common contents for any one incident and in total during the period of insurance are the sums insured shown on your certificate of insurance unless we say otherwise in your policy.

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Set out under the headings below (pages 48 to 60) is the cover and the specific exclusions that apply to each type of specifically insured incident

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## Flood

### We cover



Loss or damage caused by flood.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- loss or damage caused by actions or movements of the sea or storm surge
  - loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly caused by, flood and not because of erosion, structural fault, or design fault
  - loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
  - resultant cracking to sealed paths, sealed roads, sealed driveways, and any outdoor surfaces. However, we'll cover them if they are washed away by the flood
  - loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
  - loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
  - damage to external paintwork of the strata building (including common property), if that's the only building damage caused by the flood
  - loss or damage to gates, or fences that a reasonable person in the circumstances would have considered was in an obvious state of disrepair before the loss or damage occurred
  - the costs of cleaning your undamaged common contents at the insured address.
-





## Storm

### We cover

Loss or damage caused by a storm.



### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:



- loss or damage caused by flood
- loss or damage caused by actions or movements of the sea or storm surge
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm and not caused by erosion, structural fault, or design fault
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- cracking to sealed paths, sealed roads, sealed driveways, and any outdoor surfaces. However, we'll cover them if they are washed away by the storm
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm
- damage to external paintwork of the strata building (including common property), if that's the only building damage caused by the storm
- loss or damage to gates, or fences that a reasonable person in the circumstances would have considered was in an obvious state of disrepair before the loss or damage occurred
- the cost of cleaning your undamaged common contents at the insured address.



A storm includes a cyclone. See section 9 'Terms and words with special meanings (definitions)' on page 109.



## Storm surge

### We cover

Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.



### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:



- loss or damage caused by flood
- loss or damage caused by actions or movements of the sea
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and caused by erosion, structural fault, or design fault
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- cracking to sealed paths, sealed roads, sealed driveways, and any outdoor surfaces. However, we'll cover them if they are washed away by the storm surge
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge
- damage to external paintwork of the strata building (including common property), if that is the only building damage caused by the storm surge
- loss or damage to gates, or fences that a reasonable person in the circumstances would have considered was in an obvious state of disrepair before the loss or damage occurred
- the cost of cleaning your undamaged common contents at the insured address.



Actions or movements of the sea has a special meaning. It doesn't mean tsunami or storm surge. See section 9 'Terms and words with special meanings (definitions)' on page 109.



## Lightning

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### We cover

Loss or damage caused by lightning (including power surge caused by lightning).



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### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:



- any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage
  - loss or damage without written confirmation from a qualified repairer (for example, electronics repairer) saying lightning was the actual cause of the loss or damage
  - loss or damage caused by power failures or surges by your power provider.
-



## Fire (including bushfire)

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### We cover



Loss or damage caused by:

- fire (includes bushfire)
- heat, ash, soot and smoke that is the direct result of a fire within **100** metres of the insured address.

#### Extra Costs cover in the event of bushfire

If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the building or common contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has either:
  - been used to limit the spread of bushfire in your area
  - become contaminated due to the use of fire retardant at the insured address;
- the cost of cleaning fire retardant off the strata building (including common property).

If your claim is for these extra costs only, no excess applies. The most we will pay under Extra Costs cover in the event of bushfire is **\$1,000** for any one incident.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage arising from any of the following:

- arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (for example, cigarette burns to carpet where no fire has spread)
  - pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the heater or cooking appliance
  - gradual exposure to fire, heat, ash, soot, and smoke due to recurring incidents of fire or bushfire.
-



## Earthquake and tsunami

### We cover

Loss or damage caused by an earthquake or tsunami.



### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:



- loss or damage caused by flood
- loss or damage caused by actions or movements of the sea or storm surge
- loss or damage that occurs more than **72** hours after an earthquake or tsunami
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not caused by erosion, structural fault, or design fault.



'Tsunami' isn't an action or movement of the sea, see section 9 'Terms and words with special meanings (definitions)' on page 109.



## Theft or burglary by lot occupiers or their guests

### We cover



Loss or damage caused by thieves or burglars who are lot occupiers or their guests.

Note: An additional excess applies. See page 18 for more details.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage when a previous claim has been covered for theft or burglary by lot occupier or their guests in the same period of insurance in relation to the same lot occupier.



Note: 'Same lot occupier' means at least one common person was usually residing at the unit or lot at the time of both incidents.



## Theft or burglary by people who aren't lot occupiers or their guests

### We cover



Loss or damage caused by thieves or burglars who aren't lot occupiers or their guests.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage caused by you, a lot owner, any lot occupier, or their guests.



## Escape of liquid

### We cover



#### Sudden and unexpected loss or damage

We cover sudden and unexpected loss or damage caused by liquid escaping from any of the following:

- a drain, sewage system, or fixed pipe (not forming part of a shower floor or base or shower cubicle wall, and not overflow drains or pipes)
- a water main, fire hydrant, or the main water supply pipe to the insured address
- fixed tanks
- swimming pools or spas
- a bath, sink, toilet, basin, or a tap spindle (not forming part of a shower floor or base or shower cubicle wall)
- fixed heating or cooling systems
- a refrigerator, freezer, dishwasher, or washing machine
- a waterbed or an aquarium.

#### Gradual loss or damage

We also cover loss or damage, caused by liquid escaping from the items above, that has occurred gradually when the loss or damage, that was occurring, wasn't easily visible to a reasonable person in the circumstances.

#### Exploratory costs and related repair work

If your claim for loss or damage is covered under this insured incident, we'll cover the reasonable cost of locating, at the insured address, the source of the escape of liquid and to repair and restore the damage to the strata building (including common property) caused by the exploratory work.

If we don't accept your claim under this insured incident, we may provide limited cover for exploratory costs under additional cover 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid', see page 72.



## Escape of liquid (cont'd)

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- loss or damage caused by any of the following:
  - flood, storm, or storm surge
  - erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence you can prove happened within **72** hours of, and directly because of, liquid escaping and not because of erosion, structural fault, or design fault
- loss or damage caused by any of the following:
  - rust or corrosion unless the rust or corrosion wasn't easily visible to a reasonable person in the circumstances
  - liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl (however, not an aquarium), beverage container, saucepan, bucket, or watering can
  - liquid from a watering system, garden hose, agricultural pipes, or overflow drains or pipes
- loss or damage to, or caused by, liquid escaping from a shower floor or base, shower cubicle walls, shower glass screening or doors, open shower floor areas, or other open wet areas in a bathroom
- loss or damage to retaining walls
- costs if before we can inspect the damaged area of the strata building (including common property) and find the cause you do any of the following:
  - strip, remove, or dispose of materials or items without our consent. However, this doesn't apply if you have done if this was necessary for health and safety reasons or it was done without your knowledge or against your instructions
  - carry out repairs or renovations. However, we'll cover temporary work required to make the damaged or destroyed building (including common property) and insured address safe
- the cost of repairing or replacing the item from which the liquid escaped, for example, a cracked pipe or split water tank

Continued on next page.





## Escape of liquid (cont'd)

### We don't cover



- in relation to exploratory costs, if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to any further exploratory work) after this point.

If a claim under 'Escape of liquid' or under 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid' see page 72, we'll also pay up to **\$750** extra to match or complement undamaged wall tiles in the same room, hallway, stairs, or passageway where the damage occurred. See page 94.



## Impact

### We cover



Loss or damage caused by impact (or by power surge caused by impact) at the insured address from any of the following:

- a falling tree or part of a falling tree including the roots. However, not when any of these are being carried in or by water or water is causing them to move (for example, a fallen tree being carried in a river)
  - power poles
  - TV antennas or satellite dishes, communication aerials, or masts
  - drones
  - watercraft, aircraft, motor vehicles, or trailers (however, not if any of these are stationary)
  - an object falling from a motor vehicle or aircraft
  - space debris or meteorites.
-



## Impact (cont'd)

**We  
don't  
cover**



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- loss or damage caused by flood or storm surge
- loss or damage to driveways, paths, paving, or underground services caused by a road vehicle, crane, or earthmoving equipment
- loss or damage to any portion of a fence that isn't owned by you (see page 90) (for example, a shared fence on the boundary of the insured address).
- loss or damage caused by trees being lopped, felled, or transplanted by you or someone authorised by you
- removing or lopping trees or branches that have not damaged the strata building (including common property) or common contents
- the removal of tree stumps or roots still in the ground
- loss or damage to the strata building, or part of the strata building, (including common property) when the strata building (including common property) impacts another item.



## Damage by an animal

**We  
cover**



Loss or damage caused by an animal when it either:

- becomes accidentally trapped inside a building at the insured address
- is inside the strata building and you didn't know, or a reasonable person in the circumstances couldn't have known, it was there.

**We  
don't  
cover**



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage caused by any of the following:

- any animal owned by you, a lot owner, lot occupier, or someone who is at the insured address with your consent or the consent of a lot owner or lot occupier
- any animal allowed onto the insured address by you or anyone living at the insured address
- insects, vermin, or rodents. However, we'll cover damage they cause if it's covered under 'Fire (including bushfire)' on page 52 or 'Escape of liquid' on page 55.



## Explosion

### We cover

Loss or damage caused by explosion.



### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:



- the cost of repairing or replacing the item or container that exploded
- loss or damage caused by nuclear or biological devices
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an explosion and not caused by erosion, structural fault, or design fault.



## Riot, civil commotion or public disturbance

### We cover

Loss or damage to the strata building (including common property) or common contents caused by riot, civil commotion, or public disturbance for example, damage caused by a violent crowd moving down your street.



### We don't cover

We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage caused by any of the following:



- you, a lot owner, lot occupier, or their guests
- someone who entered the insured address with either:
  - your consent
  - the consent of someone who had your authority to allow them access to the insured address
- nuclear or biological devices.



## Malicious acts and vandalism by lot occupiers or their guests

### We cover



Loss or damage caused by malicious acts or vandalism by lot occupiers or their guests.

Note: An additional excess applies. See page 18 for more details.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage caused by either:

- the cost of cleaning, repairing, or restoring the strata building (including common property) or common contents caused by neglect, or untidy, unclean, or unhygienic habits of a lot occupier or their guests, such as the cost of cleaning, repairing, or removing:
  - liquid (including urine) or food stains
  - odours
  - abandoned items or rubbish
  - drawing or painting on walls
  - water damage and stains from over-watering plants
  - water damaged carpets, flooring, cupboards, or vanity units caused by water splashing from showers, sinks, or baths
- loss or damage by lot occupiers or their guests in the same period of insurance in respect of the same lot occupier.



Note: 'Same lot occupier' means at least one common person was usually residing at the unit at the time of both incidents.



## Malicious acts and vandalism by people who aren't lot occupiers or their guests

### We cover



Loss or damage caused by malicious acts or vandalism by people who are not lot occupiers, lot owners or their guests.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss or damage caused by you, a lot owner, any lot occupier, or the guests of any lot owner or lot occupier.



## Legal liability

### We cover



We cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property, resulting from an incident which happens during the period of insurance at the strata building or the common property at the insured address and for which you are legally responsible.

If a claim is made against you for compensation for death or bodily injury to others or for damage to their property and your legal liability to pay compensation in respect to that claim is covered by your policy, we'll also pay all legal costs associated with defending that claim. We need to first agree to pay the legal costs. If you incur legal costs before we first agree to pay them then in accordance with the Insurance Contracts Act 1984 (Cth) we may reduce our payment of those legal costs by an amount that fairly represents the extent to which our interests are prejudiced by you not seeking our agreement.

### We don't cover



We don't cover anything in section 3 'General exclusions' on pages 31 to 44.

### Limit

The most we'll pay for all claims from any one incident and in total during the period of insurance for legal liability covered by your policy is **\$20 million**, including all associated legal costs.

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Additional cover that comes  
with your policy

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When a claim for loss or damage to the strata building (including common property) or common contents is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the strata building (including common property) or common contents sum insured, unless stated otherwise.

Some covers can also be claimed on separately to a claim for loss or damage to the strata building by the insured event. All the conditions of your policy and the section 3 'General exclusions' apply to the additional covers.

In some circumstances, we may make an additional cover available to you before your claim to the strata building is confirmed as covered under your policy. This doesn't mean that your claim is accepted or will be paid.





## Emergency repairs and other repair or rebuilding costs

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### We cover



#### Emergency repairs and make safe

When the strata building, or parts of the strata building, (including common property) have been damaged in an incident, we'll cover the reasonable and necessary costs of temporary work required to make the damaged or destroyed building (including common property) and insured address safe (for example, placing safety fencing around the damaged parts of the strata building, etc.)

#### When you have building cover

When you're covered for the costs of rebuilding or repairing damaged parts of the strata building (including common property), we'll cover the reasonable and necessary costs for any of the following:

- demolishing and removing any damaged parts of the strata building (including common property), that are not part of the scope of works, from the insured address
- removing debris, including fallen trees, or fallen branches, if the following both apply:
  - the debris has damaged the strata building (including common property)
  - removal of the debris is required in order to repair the strata building (including common property).
- for the services of professionals, such as architects or surveyors, required for the repair or rebuild the destroyed strata building at the insured address
- making the repaired rebuilt strata building (including common property) components comply with current building regulations and laws. We only pay these costs if those strata building (including common property) components complied with building regulations and laws when they were built or when construction, repairs, renovations, or alterations were undertaken on those components.

#### When you have common contents cover

If loss or damage to the common contents is covered under your policy, we'll cover the costs to dispose of the damaged common contents.

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## Emergency repairs and other repair or rebuilding costs (cont'd)

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover the costs of any of the following:

- removing tree stumps and roots still in the ground
- removing or lopping trees or branches that haven't damaged the strata building (including common property)
- upgrading undamaged parts, sections, or components of the strata building (including common property) to comply with the current building regulations and laws
- making the strata building (including common property) comply with current building regulations and laws if it wasn't compliant with the relevant building regulations and laws when the strata building (including common property) was originally built or when construction, repairs, renovations, or alterations were undertaken. For example, we won't pay to raise the strata building (including common property) if renovations didn't comply with height limits or requirements when the renovations took place
- making the strata building (including common property) comply with current multi-residential building or fire safety regulations where either of the following apply:
  - they didn't exist when the strata building (including common property) was originally built or when construction, repairs, renovations, or alterations were undertaken
  - the strata building (including common property) wasn't correctly classified with your local council as a multi-residential building prior to the loss or damage occurring
- any professional fees (for example, architect's fees) related to a change in the design of the strata building (including common property) (or to upgrade any part of it) that you choose to make.

### Limit



The most we'll pay under this cover for any one incident, and in total during the period of insurance, is the strata building sum insured, less any amount paid for accidental loss or damage under any other part of your policy for the same incident.



## Temporary accommodation for lot owners

### We cover



When an incident covered by your policy damages the strata building and that damage restricts access to a lot at the insured address to the extent that the lot can't be lived in by the lot owner, we'll pay the lot owner's reasonable and necessary temporary accommodation costs for the time it takes to repair or rebuild the lot so that it can be lived in again. We'll also pay the lot owner for temporary accommodation for your domestic pets in a commercial boarding establishment for the same period that we pay for the lot owner's temporary accommodation.

The most we'll pay is the reasonable and necessary costs for both:

- short term accommodation, up to **4** weeks, agreed to by us (for example, standard rates for a hotel, motel, or serviced apartment), then if reasonable and necessary
- residential accommodation, up to another **48** weeks, of a similar standard to the lot that has been damaged in the incident and in a similar location (for example, if the lot is a 3-bedroom unit we'll aim to put the lot owner in a 3-bedroom unit in the same or similar location to the strata building).

### We'll also cover some expenses related to temporary accommodation

When the lot owner is covered for temporary accommodation, we'll also pay the reasonable and necessary costs for any of the following:

- redirection of the lot owner's mail from the insured address for up to **52** weeks
- utility connection costs such as water, electricity, gas at the temporary accommodation residence
- assistance with bond payment if required, however, any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to the lot owner
- if applicable, the break fees associated with early termination of the lease or other rental agreement for the lot owner's temporary accommodation arising if they're able to return to their unit in the strata building in accordance with this additional cover before the term of the lease or rental agreement ends.



## Temporary accommodation for lot owners (cont'd)

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44 or other costs related to any business activity operated at the unit. We also don't cover temporary accommodation costs for any of the following:

- if damage to the lot owner's contents is the reason the unit can't be lived in
- if you or the lot owner don't intend to repair or rebuild the strata building (including common property) or the unit
- if before the loss or damage occurred, the lot owner had planned to demolish the unit
- if the lot owner doesn't need to pay for temporary accommodation
- if the unit wasn't the lot owner's principal place of residence at the time of the loss or damage
- if the lot owner hadn't intended to be living in the unit during the repair or rebuild period (had the unit not been damaged)
- once the unit can be lived in again
- any amounts you or the lot owner are able to recover for temporary accommodation under another insurance policy not entered into by you;
- any amounts the lot owner is able to recover for temporary accommodation under another insurance policy not entered into by that lot owner.

Continued on next page.



## Temporary accommodation for lot owners (cont'd)

### Limit \$

The most we'll pay for all claims under this cover in relation to the same incident is up to the greater of **\$5,000** or **10%** of the strata building sum insured and the longest period that can be claimed for is **52** weeks.

### Temporary accommodation costs during delays out of your control

If the limits under this additional cover have been reached, and all of the following from 1. to 4. apply, we'll pay for the lot owners reasonable and necessary temporary accommodation costs above the limits under this additional cover for the period of the delay(s):

1. the lot still cannot be lived in due to loss or damage covered under your policy
2. we have engaged a builder to repair or rebuild the building and the builder we are paying directly is undertaking the repair or rebuild
3. the reason the lot owner is still in temporary accommodation provided for under this additional cover is due to delay(s) to the repair or rebuilding covered by the claim
4. the delay(s) is or was out of the lot owner's control and the lot owner did not contribute to the delay(s) by your conduct.

Examples of delays are:

- delays due to trade or material shortages
- delays due to the local council approval process or government related grant applications beyond the unit owner's control.

Delays do not include delays due to any pre-existing damage.

The most we'll pay for temporary accommodation costs due to the delay(s)

- is up to an extra **5%** of the building sum insured.



## Loss of rent following an insured incident

### We cover



If following an incident covered by this policy a lot solely occupied by a lot occupier in the strata building can't be lived in or can't be re-leased, we'll pay the lot owner the weekly rental amount for the time it should take to repair or rebuild the strata building or lot so that it can be lived in or re-leased.

We'll engage a builder to determine how long the repairs or rebuild should take. For example, if you have a fire claim and our builder determines that the repairs should take **4** weeks to complete, the lot owner may be entitled to **4** weeks of loss of rent under this additional cover.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover loss of rent for any of the following:

- if you or the lot owner don't intend to repair or rebuild the strata building (including common property) or the lot
- if the lot occupier still has an obligation to pay the rent to the lot owner
- once the lot is able to be lived in again or be re-leased because the repair or rebuilding process for the damage covered under this policy is complete
- if the lot wasn't occupied by a paying lot occupier at the time the loss or damage occurred. However, we'll provide cover if it would have been rented, during the time taken to repair, replace, or rebuild the property or lot. You may be able to show this by a signed tenancy agreement from a lot occupier that was due to move in
- if the lot occupier hasn't paid rent or vacated the lot with rent owing immediately prior to the insured incident
- any amounts the lot owner is able to recover for loss of rent under another insurance policy
- if the lot owner doesn't have a written rental agreement with their lot occupier.

### Limit

The most we'll pay under this cover in relation to the same incident is the greater of **\$5,000** or **10%** of the strata building sum insured and the longest period that can be claimed for is **52** weeks.



## Costs to re-establish important documents

### We cover



If a claim under your policy is covered, we'll pay the reasonable costs to restore or replace important written or printed records that belong to you if they're lost or damaged in an incident while at the insured address.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- documents that are the personal property of lot owners, lot occupiers, shareholders, members, proprietors, or any other person or party
- electronic files, however, we do cover electronic files that were legally purchased, and you can't restore them free of charge
- bearer bonds or coupons, bank or currency notes, book debts, or any negotiable instruments
- replacement of your documents as blank stationary.

### Limit

The most we'll pay for all claims made in any one period of insurance is up to **\$5,000**.



## Exploratory costs where liquid escaping isn't covered under insured event 'Escape of liquid'

### We cover



You can make a claim under this cover independently of a claim for loss or damage caused by an insured event.

We'll cover exploratory costs for the following:

- locating the source of liquid escaping at the insured address
- repairing and restoring the damage to the building caused by the exploratory work if the escape of liquid first happens during the period of insurance.

If you make a claim under this additional cover, no excess applies.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following

- loss or damage caused by flood if you have removed cover for insured event 'Flood'
- if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera), we won't pay any further exploratory work costs, or loss or damage related to any further exploratory work after this point.

### Limit

The most we'll pay are the reasonable and necessary exploratory costs for each incident.





## Motor burnout

### We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We cover the burning out or fusing of any electric motors, that happens in the period of insurance, which is part of the strata building (including common property) or part of the common contents (for example, garbage disposal units, swimming pool motors in common areas) and where the motor is less than **7** years old.

Cover includes the reasonable cost to repair or replace the following:

- the electric motor or compressor containing the motor
- an entire sealed unit, filter, dryer, and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor can't be bought on its own.

We'll engage a member of our supplier network to review your quote or inspect the motor (or do both) to determine if it can be repaired or replaced.

#### Repairing your motor

We'll engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we'll authorise the repairs. If you don't accept the offer to repair, we'll pay you the quoted cost.

#### We'll replace your motor in some circumstances

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement, the motor can't be repaired, or the motor isn't available (for example, its obsolete or just unavailable at the time), you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss or damage.

If you don't accept the offer, you'll be paid the value of our replacement motor. This may be less than what it would cost you to replace the whole appliance. This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.



## Motor burnout (cont'd)

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### We cover



#### Paying you

If you've already had the motor repaired or replaced when you lodge a claim, this means we're not able to repair or replace the motor or arrange for someone to do this and we'll pay you the reasonable cost of the repair or replacement of the motor. This also means the second dot point under the heading 'What you must not do' on page 84 doesn't apply to motor burnout.

#### Replacing the whole appliance

If a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance containing the motor, you have the option for a replacement of the whole appliance of the same specification and standard available at the time of the loss and damage, sourced through our supplier network. If you don't accept the offer, you'll be paid the value of our replacement appliance containing the motor, you have the option for a replacement of the whole appliance of the same specification and standard available at the time of the loss and damage, sourced through our supplier network. If you don't accept the offer, you'll be paid our suppliers quoted cost to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- the cost of extracting or reinstalling a submersible pump
- any amount you can recover under a manufacturer's guarantee or warranty
- loss or damage to motors forming part of equipment or appliances used for any business activity
- loss or damage to a refrigerator or freezer caused by spoiled food.

### Limit

Any claim covered under this additional cover will be settled in addition to the building sum insured.

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## Embezzlement of funds

### We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We cover the fraudulent embezzlement or theft, misappropriation, or conversion of your funds by office bearers, your employees or any professional managing agent engaged to provide strata management services to you committed in the period of insurance.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any loss of funds caused by any of the following:

- arising out of theft, embezzlement, misappropriation, or conversion committed prior to the start of your policy
- unless you've exhausted any rights or entitlements to payments from any fidelity bond or fund or under other statutory legislation
- arising from conduct of the same person after you discover how this happened or identify the person responsible
- discovered more than **12** months after the end of the period of insurance during which the incident occurred
- not reported to us within **6** months of you discovering it
- when your accounting records can't prove how much you've lost. Accounting records may include bank statements, financial records, or a report from a forensic accountant.

### Limit



The most we'll pay under this additional cover for all claims, in total, in the period of insurance is \$50,000, unless the relevant strata or community title laws in the state or territory where the strata building (including common property) is located require you to have fidelity cover for a greater amount, in which case we will pay up to the amount required by those laws up to a maximum of \$250,000.



## Office bearer's liability

### We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We'll cover any office bearer for loss arising from any claim first made against the office bearer for a wrongful act alleged against them arising directly to their position and duties as an office bearer in the period of insurance and notified to us in the period of insurance.

#### **In addition, we cover:**

##### **Defence costs**

For any claim that's covered by this cover, we'll pay the reasonable legal costs to defend that claim. We may do this even if indemnity hasn't been confirmed by us until the claim is withdrawn or indemnity under the claim is denied. If a claim is withdrawn or indemnity is denied, you must refund any defence costs advanced by us.

##### **Continuous cover**

If a claim, fact, or circumstance arises and that claim, fact, or circumstance should have been or could have been notified to us prior to the end of the relevant period of insurance, we'll accept the notification of such claim, fact, or circumstance under this cover, subject to the terms of this cover. However, we'll only do this if we have continuously been your insurer for the purposes of Office bearer's liability cover between the date when such notification should have been given and the date when such notification was in fact given. Cover for any such claim, fact, or circumstance notified to us will be subject to the terms and conditions, including the limit of liability and excess, applicable to the Office bearer's liability cover under which the notification should have or could have been given.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any claims for, arising from, or connected with any of the following:

- injury, sickness, or death of anyone
- damage to or loss of use of property, other than your entrusted documents
- facts or circumstances covered under any other part of your policy
- subject to the continuous cover clause above, any fact or circumstances of which you were aware prior to the inception of your policy that the office bearer (or a reasonable person in the office bearer's position) would reasonably expect might lead to a claim being made against you



## Office bearer's liability (cont'd)

**We  
don't  
cover**



- your decisions not to effect and maintain insurance as required by any strata legislation or by-law
- publication, defamation, or other disparaging material
- deliberate, reckless, or malicious wrongful acts or omissions
- a conflict of interest of an office bearer
- any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any office bearer
- receipt of an illegal benefit by an office bearer
- any financial guarantee or warranty
- any intentional exercise of power by any office bearer where the exercise of power is for a purpose other than that for which the power was conferred
- relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes, and negotiable instruments
- wrongful acts or omissions by an office bearer when not performing in their role as your office bearer
- any legal action or legal claims brought against you outside of Australia
- any fines or awards for aggravated, exemplary, or punitive damages
- any claim by an office bearer claiming compensation from another office bearer, or you or office bearers claiming against each other.

### **Special conditions**

#### **Non-imputation**

Where this additional cover insures more than one party, any conduct on the part of any one party or parties where the party or parties did any of the following:

- failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth)
- made a misrepresentation to us before this contract was entered into
- failed to comply with any terms or conditions of this cover



## Office bearer's liability (cont'd)

**We  
don't  
cover**



won't prejudice the right of the other party or parties to indemnity as may be provided by this cover, subject to both of the following:

- the party or parties so indemnified be entirely innocent of and have no prior knowledge of any of the conduct
- as soon as reasonably practicable on becoming aware of any of the conduct set out above, you must advise us in writing of all known facts in relation to the conduct.

### Special Definitions

The following special definitions apply to this additional cover:

#### Loss

means the amount payable to compensate another lot owner in respect of a claim for a wrongful act, including damages, judgments, settlements, orders for costs and defence costs.

#### You

has the meaning set out on page 11 and includes any office bearer.

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**Limit**  
K  
\$

The most we'll pay under this cover in total for all claims in the period of insurance (including legal costs) is **\$1,000**.

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## Lock replacement

### We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We'll cover the reasonable and necessary costs of replacing the strata building's locks or changing the key codes if all of the following occurs:

- keys or key codes to the common areas of the strata building are stolen from the insured address during the period of insurance
- the keys or key codes have the address of the strata building on them
- the theft is reported to the police.

If you make a claim under this additional cover no excess applies. We'll settle the claim by paying you by direct deposit. This means that we won't repair or replace or arrange for a service.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- replacement of locks or key codes if you don't report the theft to the police
- replacement of motor vehicle or motorcycle keys or their locks
- replacement of keys or key codes to lots or any lock which does not relate exclusively to the strata building or insured common contents
- replacement of keys or key codes that were in the possession of a lot occupier

### Limit



The most we will pay in total for any one incident is up to **\$1,000**.



## Voluntary workers cover

### We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

If a voluntary worker is injured or dies in an accident, we'll pay the voluntary worker benefits shown in the tables on pages 81 and 82 that corresponds with with injury or death the voluntary worker suffered if the accident happens:

- at the insured address
- in the period of insurance
- while the voluntary worker is doing work you agreed to.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 31 to 44. We also don't cover any of the following:

- the weekly benefit for voluntary workers shown on page 82, if the voluntary worker's average weekly income isn't reduced or lost because of the disability
- injury to any employee or contractor of yours
- worsening of any injury because the voluntary worker didn't seek medical treatment as soon as possible after the accident
- death of a voluntary worker if death occurs more than **12** months after the accident that caused it
- treatment for any condition or injury that existed before you insured the strata building (including common property) under your policy or before the voluntary worker began undertaking the voluntary work (a pre-existing condition), if at the time when your policy was entered into, you were aware of, or a reasonable person in the circumstances could be expected to have been aware of, the condition or injury
- intentional self-injury or suicide
- mental illness
- hernia
- illness (for example, a cold or virus)
- coronary failure or coronary thrombosis (for example, heart attack)
- stroke or cerebral haemorrhage
- injury, death, or disability caused by any of the following:
  - use of alcohol or illegal drugs
  - childbirth or pregnancy
  - something eaten or any other digestive ailment.

Continued on next page.



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## The benefits for Voluntary workers cover

Injury or Death	The benefits
Death.	<b>\$200,000</b>
Total or permanent loss of sight in:	
• both eyes	<b>\$200,000</b>
• one eye.	<b>\$100,000</b>
Total loss or complete inability to use:	
• both hands or both feet	<b>\$200,000</b>
• one hand and one foot	<b>\$200,000</b>
• one hand or one foot.	<b>\$100,000</b>
Total and permanent loss of sight in one eye and total loss of effective use of one hand or one foot.	<b>\$200,000</b>
Loss of average weekly earnings caused by the voluntary worker not being able to carry out their occupation. <b>Total disability</b> means being unable to carry out any of the usual duties of their occupation.	<b>Total disability</b> – we pay the smallest of the following: <ul style="list-style-type: none"><li>• <b>100%</b> of average weekly earnings</li><li>• <b>\$2,000</b> a week.</li></ul>
<b>Partial disability</b> means being unable to carry out some, but not all, of the usual duties of their occupation.	<b>Partial disability</b> – we pay the smallest of the following: <ul style="list-style-type: none"><li>• <b>\$1,000</b> a week</li><li>• the amount of earnings lost.</li></ul>

Continued on next page.

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## Injury or Death (cont'd)

For weekly earning claims, we will require the following:

- medical evidence confirming disablement
- evidence that weekly earnings have reduced, for example, certificate from an employer or accountant.

We might also require either of the following:

- written authority from the injured person to get their medical or other records
- an examination of the person by a doctor we choose, to give us a report.

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The most we pay for all payments made under this additional cover is:

- for each incident causing a claim **\$40,000**
- all incidents causing a claim in any one period of insurance. **\$250,000**

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## The benefits (cont'd)

We'll only pay weekly benefits (net of any applicable withholding tax) for up to a total of **104** weeks for all disabilities caused by each accident.

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<sup>1</sup>Average weekly earnings is the voluntary worker's gross weekly wage or salary for the **13** weeks before the accident, divided by **13**.

## Making a claim

6

# Making a claim

## What you must do

You must do the following:

- make your claim within a reasonable period of time of the loss or damage occurring
- allow us to inspect the damaged building (including common property) or common contents
- allow us to arrange for experts to assess the damaged building (including common property) or common contents and to quote on repair or replacement
- arrange for all common contents to be moved and stored to facilitate repairs to the strata building (including common property)
- provide us with a quote/s for repair or replacement if we ask you to
- when requested, provide us with all proof of loss, ownership, and value
- provide us with information, co-operation, and assistance in relation to the claim (including attending interviews or giving evidence in court if required)
- allow us, or a person nominated by us, to recover, salvage, or take possession of the strata building (including common property) or common contents when we replace or pay you the full sum insured for the item or the strata building (including common property).  
When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

## What you must not do

You must not do any of the following:

- dispose, or instruct someone to dispose, of any damaged parts or items of the strata building (including common property) or common contents without our consent unless either:
  - it's necessary for health and safety reasons
  - you can show it was done without your knowledge or against your instructions
- carry out or authorise repairs without our consent unless you can't contact us and need to make emergency repairs to protect the strata building (including common property) or common contents or it's necessary for health and safety reasons
- wash, clean, or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it's necessary for health and safety reasons
- admit liability or responsibility to anyone else unless we agree
- negotiate, pay, or settle a claim with anyone else unless we agree
- accept payment from someone who admits fault for loss or damage to the strata building (including common property) or common contents. Refer them to us instead.

## **Legal liability or office bearer's liability claims**

In this section 'plaintiff' means the person or entity making a claim against you or your office bearers.

You must tell us, about any incident that has caused an injury to others or damage to other people's property.

You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you, or represent you at an inquest, official enquiry, or court proceedings. If we decide to defend you, settle any claim against you, or represent you, then you and your office bearer must give us all the help we need, including after your claim has been settled.

If we have legal advice that the sum insured won't be enough to fully compensate the plaintiff's claim and we think a court is likely to award more than this amount, our liability will be limited to the amount of the sum insured plus proportionate defence costs.

If you or your office bearer refuses to consent to any settlement recommended by us, our liability in relation to such claim won't exceed the amount for which the claim could have been settled (including costs and expenses incurred) up to the date of the refusal, subject to our solicitor's legal opinion. The cost of obtaining such legal opinion will be advanced by us as defence costs.

### **If you don't comply**

If you don't comply with 'What you must do' and 'What you must not do' we can do either of the following:

- reduce or refuse to pay your claim (see page 14)
- cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay.

### **If we decline a claim or don't pay your claim in full**

We'll provide reasons for our decision to decline the claim or not pay it in full. We'll send you written confirmation of our decision.

## **How to establish your loss**

### **Establish an incident took place**

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you don't do this, we won't be able to pay your claim.

We may obtain either of the following from the police:

- confirmation that you reported the incident
- details of any investigations they undertook.

You must give us authority to access these records if we ask.

### **Describe your loss or damage**

You must give us accurate and full details of what was lost, stolen, or damaged.

### **Proving loss, ownership, and value**

You must give us proof of loss, ownership, and value of items claimed when we request it.

Allowing us, a repairer, or an expert appointed by us, to look at what is damaged is usually all that's needed to prove your loss. Sometimes we might ask you to produce a copy of the most recent plans and drawings for the strata building (including common property), photographs of the strata building (including common property), or other proof that supports the extent of the loss you've suffered.

For lost, damaged, or stolen items that are no longer available for inspection (for example, because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and reasonable proof of ownership and value.

The type of proof we might ask for includes the following:

- proof of purchase (for example, a sales receipt that has the item, description or code, a purchase price, date purchased and where the item was purchased)
- a valuation from a qualified professional valuer
- original operating manual, manufacturer's box
- certificate of authenticity
- close-up photograph and a full description of the item (for example, brand, model).

We won't accept a statutory declaration as proof of ownership and value if that's the only proof you have.

## **How we settle building claims**

We'll aim to use a member of our supplier network to repair or rebuild the damage to the strata building (including common property). This isn't always possible for example, if there is pre-existing damage. This will determine how the strata building claim will be settled.

### **When a member from our supplier network can complete the repair or rebuild**

When your claim for loss or damage to the strata building (including common property) is covered, we'll engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the strata building (including common property) on a 'new for old' basis.

Once the scope of works and quote is provided to us, we'll arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method (including the required earthworks to support the repair method), labour and material costs, and overall cost effectiveness.

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If the amount of our builders assessed quote to repair or rebuild the strata building (including common property) on a 'new for old' basis is less than the strata building sum insured, we'll offer you the choice to have the strata building (including common property) repaired or rebuilt (based on the recommendation of our builder).



If you accept the offer



If you choose to not accept the offer



If the amount of our builder's assessed quote to repair or rebuild is more than the strata building sum insured, we will not repair or rebuild.



The builder we engage will be authorised to complete the repair or rebuild on a 'new for old' basis.



You'll be paid the amount of our builder's assessed quote to repair or rebuild on a 'new for old' basis.

**Note:** this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We're able to secure supplier discounts from within our supplier network.

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## When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the strata building (including common property) is covered and a member of our supplier network is unable to complete the repair or rebuild, we'll ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the strata building (including common property) on a 'new for old' basis.

Once the scope of works and quote is provided to us, we'll arrange for it to be assessed. This will involve reviewing the quote to determine it's appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method (including the required earthworks to support the repair method), labour and material costs, and overall cost effectiveness.

If your builder's assessed quote is appropriate and reasonable for the scope of works, we'll then pay you the your builder's assessed quote. If it isn't, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We'll then pay you the adjusted amount of the quote.

## **How we settle common contents claims**

When your claim for loss, theft or damage to your common contents is covered, your common contents may be replaced, repaired or we may pay you. We'll aim to use a member of our supplier network to repair or replace damaged common contents.

This isn't always possible or practical and this will determine how the common contents claim will be settled.

This won't be possible or practical where:

- there's pre-existing damage to your common contents item(s) or it's unsafe to repair them
- we don't have a supplier for the lost or damaged items (or we don't have a supplier available in your area)
- the lost or damaged items can't be itemised or measured (for example, items that have been completely destroyed)
- there's no expertise available in Australia to repair the item
- the common contents are low value items
- replacement(s) for the common contents item(s) aren't available readily at a supplier(s) convenient to you.

We'll tell you if this is the case and we'll settle your claim by paying you, see 'Paying you' below.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your common contents sum insured, you'll be paid your common contents sum insured.

## **Repairing your common contents**

We'll engage a repairer within our supplier network who is able to complete the repairs to your common contents to provide a quote and we'll assess that quote (see below). If the assessed quote to repair the item is less than the cost of replacement, we'll authorise the repairs.

## **Replacing your common contents**

If the assessed quote to repair is more than the cost of replacement on a 'new for old' basis or if the common contents item can't be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 89 for what 'new for old' means.

## **Paying you**

We'll pay you to settle your claim:

- if you don't accept an offer to repair the common contents item, you'll be paid our supplier's assessed quote to repair the item
- if you don't accept an offer to replace the common contents item, you'll be paid the amount of our supplier's assessed quote to replace the item through our supplier network.



This may be less than what it would cost you to arrange the replacement in the market.

We're able to secure supplier discounts from within our supplier network

- if it isn't possible or practical for us to repair or replace damaged common contents, we'll pay you the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis.

To work out the amount of the assessed quote we'll review the quote(s) provided by our supplier or if it isn't possible or practical for us to repair or replace the damaged common contents, the quote(s) you've provided to repair or replace the damaged common contents, and assess those quote(s) to make sure that each quote is appropriate and reasonable for the scope of services or goods. This includes a consideration of the appropriateness of materials, repair method, labour and material costs, and overall cost assessed to repair or replace the common contents on a 'new for old' basis.

We'll pay you by direct deposit, or if available, you can choose to be paid with a voucher, store credit, or stored value card.

### **When we settle a building or common contents claim**

We won't do any of the following:

- pay more than the relevant sum insured or policy limit
- pay extra because you paid more for an item when it was originally purchased
- pay extra to repair or rebuild the strata building (including common property) to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in meaning of 'New for old' see page 89
- pay extra to replace a common contents item to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in the meaning of 'New for old' see page 89
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions', on page 31), other than a defect or fault that we guarantee under this policy
- fix or pay to fix pre-existing damage
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

### **'New for old'**

'New for old' means all the following:

- rebuild or repair with new items or new materials that are reasonably or readily available at the time of rebuild or repair from Australian suppliers
- rebuild or repair regardless of age, with no allowance for depreciation
- rebuild or repair to the same type, standard and specification (however, not brand) as when new. If the same isn't reasonably available from an Australian supplier, we'll rebuild or repair with items or materials of a similar type, standard and specification as when new. We can rebuild or repair with items that are a different brand.



For example, outdoor furniture in a common area, including tables and chairs, which were purchased **5** years ago for **\$5,000** and are now worth **\$2,000**, will be replaced with brand new outdoor furniture equivalent to your old outdoor furniture when it was new. Cover isn't limited to **\$2,000**.

'New for old' doesn't mean either of the following:

- paying the extra cost of replacing or purchasing an extended warranty on any item
- of a better standard, specification, or quality than when the damaged item was new.

### **When 'new for old' may differ**

#### **Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3-star energy rating**

When these items are being replaced, 'new for old' means replacing with a new item of equal specification (however, not brand) and if you agree, it means replacing with a minimum 3-star energy rating if this is available. It can be a different brand.

#### **Obsolete electrical appliances**

For obsolete electrical appliances, such as outdated computers or TVs, 'new for old' means, replacing or repairing to an equal specification (however, not brand). If this isn't available, it means to the nearest better specification available. It can be a different brand. We don't repair or replace, or pay you for, electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (for example, a TV in a common area that can no longer be watched).

#### **Shared fences**

If we pay a claim for loss or damage to shared fences, we'll only settle the claim by paying you the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis. This means that we won't repair or replace or arrange for a service. Any payment for shared fences will only be for the proportion of your ownership in that shared fence. A shared fence is one that is on a boundary line between two properties and ownership is shared equally by the owners.

#### **Common contents items that can't or won't be replaced 'new for old'**

For these items (such as paintings, pictures and works of art in a common area), 'new for old' means that if the item can't be replaced 'new for old' or repaired, we'll pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

## Building claims

This section relates specifically to a claim made on the strata building policy and is in addition to the information in 'How we settle building claims' pages 86 to 87.

### When we authorise the repair or rebuilding of the strata building (including common property)

We may enter into any building contract with the selected repairer and/or supplier on your behalf. We'll oversee the repairs and keep you informed of their progress.

### Repairing or rebuilding damaged parts

Only parts that are damaged where the damage is covered by your policy will be repaired or rebuilt. Apart from the limited circumstances where undamaged parts will be repaired or rebuilt (see 'When we'll pay extra in relation to undamaged parts' on page 92) this policy doesn't cover you to replace undamaged parts, such as when:

- **one garage door is damaged**  
only the damaged door will be repaired or replaced, not other doors.
- **roof tiles are damaged**  
only the damaged tiles will be repaired or replaced, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and don't match to the new ones used for repairs.
- **roof sheeting is damaged**  
only the damaged roof sheeting will be repaired or replaced, not the undamaged roof sheeting, even if the closest match available is a different shade, colour, finish, material, or profile to the undamaged roof sheeting.
- **an external wall is damaged**  
only the damaged parts of the wall will be repaired or replaced, not undamaged areas of the wall or other sides of the building.

## When we cannot match materials to undamaged parts

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If we can't find new materials to match undamaged parts, then under 'new for old' we'll offer to repair or rebuild using new materials of a similar type, standard and specification to the damaged parts of the strata building (including common property) when new and that are reasonably commercially available in Australia and compliant with current building regulations. It may not be the same brand, line, or product.



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If you're not satisfied with the materials we find, you have two further options before we commence the repair or rebuild:



You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we've found. See also 'When we'll pay extra in relation to undamaged parts' on page 92 as there are some limited circumstances where we'll pay extra to repair or rebuild undamaged parts.



We can pay you our builder's assessed quote of repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we've found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the strata building market. We're able to secure supplier discounts from our supplier network.

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## When we'll pay extra in relation to undamaged parts

If we can't match the materials with the undamaged parts, we'll pay extra to rebuild or repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **wall tiles are damaged**  
we'll pay to replace undamaged wall tiles in the same room, stairs, hallway, or passageway\* so they match or complement new tiles used for repairs.
- **other wall coverings are damaged**  
(for example, paint, wallpaper, and wood panels, however, not tiles) we'll pay extra to paint, wallpaper, or replace undamaged wall coverings in the same room, stairs, hallway, or passageway\* where the damage occurred.
- **floor coverings are damaged (including tiles)**  
we'll pay extra so that continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway, or passageway\* where the damage occurred will have a uniform appearance. This doesn't mean that we'll always replace the undamaged floor coverings. Sometimes a repair (for example, sanding or other floor treatment) may be possible to achieve a uniform appearance.
- **cabinets, cupboards or benchtops are damaged**  
we'll pay extra to replace undamaged parts of the same cabinet, cupboard, or benchtop so that they match the repaired parts.

\*See pages 94 to 95 for 'What we mean by same room, stairs, hallway, or passageway'.



Same cabinet, cupboard. or benchtop means all the following:

- those parts continuously joined to the damaged parts (this is one 'section')
- made out of the same materials
- on the same level.

The same cabinet, cupboard, or benchtop doesn't include a separate kitchen island, however, it does include a cabinetry tower (for example, a pantry) (including any upper or lower cabinets joined to the cabinetry tower) if they are continuously joined to the damaged part and made out of the same materials. For the avoidance of doubt, we consider cabinetry that connects to a cabinetry tower in this manner is on the same level and is the same cabinet and cupboard.



Sometimes replacing the benchtop, door fronts, or drawers in the undamaged area is all that's necessary to create a uniform appearance.



In relation to claims under 'Escape of liquid' see page 55 and 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid' see page 72, the most we'll pay under 'When we'll pay extra in relation to undamaged parts' on page 92 for wall tiles is **\$750**.

# What we mean by same room, stairs, hallway or passageway

## Same room

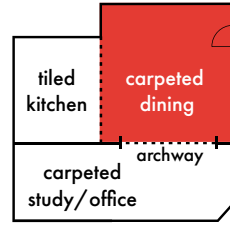
A room is an area starting and finishing at any of the following:

- its nearest walls
- nearest doorway, archway, or similar opening of any width
- a change in the floor covering.

A room isn't the same room if there's a change in floor elevation in the room flooring.

A hallway next to a room isn't the same room, even if it has the same continuously joined floor covering.

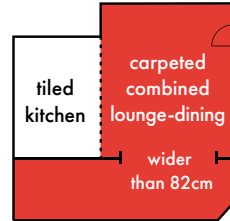
Any archway or similar opening separates a room unless it's a combined lounge-dining room (see below).



## Combined lounge-dining room

We'll only combine rooms with a shared doorway, archway, or similar opening when all the following apply:

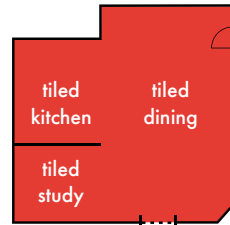
- they're lounge and dining rooms
- the elevation in the flooring is the same in both rooms
- the shared doorway, archway, or similar opening is wider than **82cm**
- the floor or wall covering is the same in both rooms.



## Open plan areas

When there is no wall, archway, doorway, or similar opening, the room continues until any of the following:

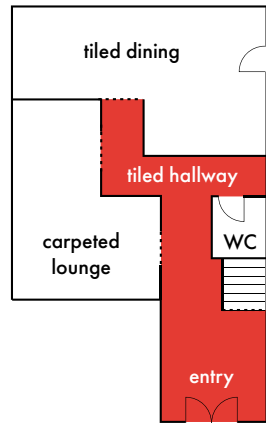
- a change in the floor or wall covering
- there's a change in elevation in the floor
- the start of a hall or passageway
- the nearest wall, doorway, archway, or similar opening.



## Same passageway or hallway

A passageway or hallway has the same meaning as a room. We won't combine a hallway and a room.

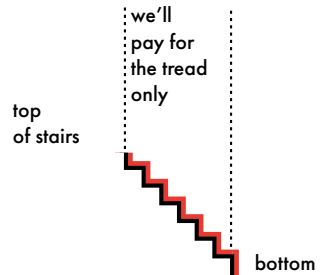
A passageway or hallway isn't the same passageway or hallway, if there's a change in elevation in the passageway or hallway flooring.






## Same stairs

Side view of stairs

The same stairs is the top of the treads only on the stairs and not the room (or the landing) at the top of the stairs.



## Legend

-  Shaded areas show the area that we consider the same room, stairs, hallway or passageway.
-  Solid lines represent floor to ceiling walls.
-  Dotted lines show boundaries of a room or area where there is no physical barrier present (e.g. no wall or door).

## How we deal with inherent defects, faults and poor workmanship

There are different ways we manage inherent defects, faults, and poor workmanship during the repair or rebuilding process:

- if the strata building (including common property) has an inherent defect, fault, or poor workmanship (see section 3 'General exclusions', on page 31), it isn't covered, and we won't pay to fix it. This is the case whether you knew about the inherent defect or fault (or not). For example, we wouldn't fix structural posts, beams, or load bearing walls that have been removed without taking into account structural engineering requirements.

Continued on next page.

- if an inherent defect or fault (or poor workmanship) causes or contributes to loss or damage to the strata building (including common property), that resultant damage isn't covered, but only if you knew about the inherent defect or fault or should have reasonably known about it (see section 3 'General exclusions', on page 31). For example, your roof has a fault (and you knew about the fault because you've been told about it by a tradesperson) and this allows rain to enter during a storm, we won't pay to fix that resultant water damage.
- If a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (for example, because an inherent defect, fault, or poor workmanship in any building (including common property) component won't support the repairs) we'll pay in accordance with 'How we settle building claims', on page 86 as if the strata building (including common property) component didn't have the inherent defect, fault, or poor workmanship. This is the case whether you knew about the inherent defect, fault, or poor workmanship (or not). For example, a defective load bearing wall won't support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the strata building (including common property) didn't have the defective load bearing wall.

## **How we deal with the presence of asbestos**

We don't cover the cost to remove asbestos or its derivatives from the insured address unless the cost is incurred to repair or rebuild loss or damage to the strata building (including common property) covered under your policy. However, only to the extent removal is necessary to repair the insured building (including common property) damage or for demolition if the strata building (including common property) is required to be rebuilt.

## **Changes to the strata building (including common property)**

### **If you want to change the design of the strata building (including common property)**

When repairing or rebuilding the strata building (including common property), if we agree, you can change the design of the strata building (including common property) or upgrade parts of it, provided you pay all the extra costs of doing this including all costs related to the construction and all professional fees (for example, architects' fees). If you want to downsize the strata building (including common property) for less cost than you're entitled to claim, we won't pay more than the assessed quote provided from a member of our supplier network to rebuild the downsized building (including common property). For example, if your building is damaged in a storm and has to be rebuilt, and you choose to downsize to a smaller building, the most we'll pay is the assessed quote from our builder to rebuild the smaller building.

### **Choosing to rebuild on another site**

If the strata building (including common property) is to be rebuilt following an incident covered by your policy, you can choose to have the strata building (including common property) rebuilt on another site provided you pay any extra costs involved.



## Common contents claims

This section relates specifically to a claim made on your common contents policy and is in addition to the information in 'How we settle common contents claims' on page 88.

### When we repair or replace your common contents

We'll repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We'll do our best to replace to the same type, standard, and specification (but not brand) as when new.

### Repairing or replacing damaged common contents

We'll only repair or replace common contents that are lost or damaged when the loss or damage is covered by your policy. Apart from the limited circumstances where we'll repair or replace undamaged common contents (see 'When we'll pay extra in relation to undamaged parts' on page 98) you can't claim to replace undamaged common contents. For example, an outdoor chair which is part of a suite is damaged beyond repair, we'll pay to replace that chair, not the whole outdoor suite.

### If we can't match materials to undamaged parts

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If we are repairing or replacing the common contents and we can't find new materials to match undamaged parts, we'll use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand, line, or product.



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If you aren't satisfied with the materials we find, you have two options, before we commence the repair or replacement:



You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also 'When we'll pay extra in relation to undamaged parts' on page 98 as there are some limited circumstances where we'll pay extra to repair or replace undamaged parts.



We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We're able to secure supplier discounts from our supplier network.

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## **When we'll pay extra in relation to undamaged parts**

If we can't find new materials to match undamaged parts, we'll pay extra to repair or replace undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **internal window coverings**

we'll pay extra to replace undamaged window coverings in the same room, stairs, hallway, or passageway\* where the damage occurred.

- **carpets or other floor coverings**

we'll pay extra so that continuously joined, undamaged and matching carpets or other floor coverings (that are covered as a common contents item) in the same room, stairs, hallway, or passageway\* where the damage occurred will have a uniform appearance. This doesn't mean that we'll always replace the undamaged carpets or flooring. Sometimes a repair may be possible.

\*See pages 94 and 95 for 'What we mean by same room, stairs, hallway, or passageway'.

## **Deductions from your claim**

If we pay the full building sum insured to you, we'll deduct the following where applicable, from the amount we pay you for any of the following:

- unpaid excesses
- unpaid premium including any unpaid or remaining instalments for the unexpired period of insurance (if any)
- input tax credit entitlement, see page 103.

## **After we pay your claim**

### **Guarantee on work we authorise**

We guarantee the quality of the workmanship for all authorised repairs if we have selected and directly authorised a supplier.

### **Potential impact on cover and premiums**

#### **After a building claim**

If we only pay part of the sum insured to you, your policy continues for the period of insurance.

If we pay the full sum insured to you, all cover under the strata building policy stops on the day we pay your claim or otherwise finalise your claim.

There is no refund of premium.

#### **After a common contents claim**

If we pay part of, or the full common contents sum insured, the common contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess your common contents sum insured. Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

## **Salvaged building (including common property) and common contents items**

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We'll need you to make the damaged or recovered item available to us.

## **Our right to recover from those responsible**

### **We can take legal action in your name to recover your loss**

We've the right (and your permission) to take action or start legal proceedings to recover your loss from any person or entity who is or would be liable to you for that loss. We can do this if both of the following apply:

- you've suffered loss or damage or incurred a legal liability as a result of an incident covered by this policy
- you've made a claim with us for that incident.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident.

### **When we take action or start legal proceedings**

Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We'll have full discretion over the conduct and any settlement of the recovery action.

### **We can take over and continue legal action you've already started**

We also have the right (and your permission) to take over and continue any action or legal proceedings you've already started against any person or entity who is or would be liable to you for your loss, if you make a claim with us for your loss. We can exclude your loss from a class or representative action.

If your loss is part of any class or representative action that hasn't been started under our instructions, we also have the right (and your permission) to exclude your loss from that class or representative action.

We'll do this so we can instead include your loss in any separate legal proceedings which are or will be started under our instructions.

### **You must help us recover your loss however you reasonably can**

You must provide us with all reasonable assistance, co-operation, and information to help us in the recovery of your loss.

This may include any of the following:

- providing a more detailed version of events, which may include completing a diagram, statement, or affidavit
- providing us with any documents required to prove your loss
- providing copies of any available photographs or footage of the incident

- lodging a police report or obtaining relevant documents (for example, applying for records from the police, fire and rescue, councils, and other entities (when we can't request them ourselves))
- attending court or meetings with our legal and other experts (only if required)
- providing evidence and documents relevant to your claim and signing such documents, including signed statements and affidavits we reasonably request.

We'll pay the cost of filing the police report and relevant searches to locate the third party.

We'll also cover costs you incur to attend court up to **\$250** in total per claim.

**You mustn't agree or admit to anything that can limit your and our rights to recover your loss**

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

**Important things to know – our  
contract with you**

**7**

## About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply.

The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by monthly instalments, as 'Instalment amount'.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and the strata building (including common property) and common contents to calculate the premium.



Refer to the Strata Insurance Additional Information Guide for more information.

### You must pay your premium to be covered

You must pay the premium by the due date to get this insurance cover. We'll tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay the premium by instalments, however, it costs less to pay annually.

If you ask to pay the premium by debiting your account or card, we'll automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

### Late annual renewal payments

If you don't pay the premium due on renewal by the due date, you have no cover from the due date.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue, we'll let you know, and under the Insurance Contracts Act 1984 (Cth) we can cancel your policy either:

- by giving you at least **14** days advance notice of the date of cancellation
- without advance notice, once an instalment is **1** month (or more) overdue.

## We'll consider the conduct of others when you make a claim

When we consider a claim under this policy, we'll have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the

claim when we're not legally required to do so. If we do, we'll limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you're entitled to for your premium and your claim, each time you make a claim. If you don't give us this information or if you tell us an incorrect ITC, we won't pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you're entitled for any acquisition which is relevant to your claim, or to which you would've been entitled had you made a relevant acquisition.

In respect of your policy, where you're registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only.

You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## What happens with cancellations or removal of cover

### Cancellation by you or removal of cover

For each policy you cancel or cover you remove (unless your chosen cover can't be removed), we'll refund the premium already paid for the remaining period of insurance for that policy or cover, less any non-refundable government charges. We won't give a refund if the refund is less than **\$10** (including any applicable GST, stamp duty and any refundable government charges).

If you pay by instalments, on cancellation you agree to pay us any portion of the premium that's owing. You authorise us to deduct any unpaid instalments by direct debit from the account or card you previously nominated for payment.

### Cancellation by us

We can cancel your policy in line with the requirements under the Insurance Contracts Act 1984 (Cth). For each policy cancelled, we'll refund the premium already paid for the remaining period of insurance for that policy, less any non-refundable government charges. We won't refund amounts less than **\$10** (including any applicable GST, stamp duty and any refundable government charges). If we cancel your policy due to fraud, we won't refund any money to you.

# General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims.

Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills
- staged vehicle or home incidents
- false or inflated home or vehicle claims
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.



## What to do if you have a complaint and other important information

8

## How we will deal with a complaint

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### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we've made, let us know so that we can help:

**By phone:** 13 22 44

**By email:** aami@aami.com.au

Complaints can usually be resolved on the spot or within **5** business days.

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### Review by our Customer Relations Team

If we're not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

**By phone:** 1300 240 437

**By email:** idr@aami.com.au

**In writing:** AAMI Customer Relations Team,  
PO Box 14180,  
Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they've reached a decision.

When responding to your complaint you'll be informed of the progress of and the timeframe for responding to your complaint.

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## How to contact us with a complaint (continued)

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### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that's free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You don't have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By phone:** 1800 931 678

**By email:** [info@afca.org.au](mailto:info@afca.org.au)

**In writing:** Australian Financial Complaints Authority,  
GPO Box 3,  
Melbourne VIC 3001

**By visiting:** [www.afca.org.au](http://www.afca.org.au)

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## Terms and words with special meanings (definitions)

9

Some terms and words in this policy have a special meaning (definition) which applies to them.

It's important to read this section because it gives the meaning which applies to those terms and words and can impact how your policy is interpreted. If a term or word doesn't have a special meaning then it just has its ordinary meaning.

### **Accidental loss or damage**

This term means sudden loss or damage that occurs without intent. It does not include loss or damage caused by or arising from the incidents shown on pages 48 to 60.

### **Actions or movements of the sea**

This term means:

- rises in the level of the ocean or sea
- sea waves
- high tides or king tides
- any other actions or movements of the sea.

It doesn't include a tsunami or storm surge.

### **Administration office**

This term means a unit or part of a unit in the strata building (including common property) used for your secretarial functions or your caretaking or letting services.

### **Aquarium**

This word means a large glass tank filled with water, in which people keep animals (usually fish) and unlike a fishbowl, isn't easily carried or moved.

### **Body corporate**

This term means the entity responsible pursuant to the strata legislation for the strata building and common property insured under this policy being the owners corporation, body corporate or similar body by whatever name.

### **Business activity**

This term means either of the following:

- activity specifically undertaken for the purposes of earning an income
- activity registered as a business and which you're obliged by law to register for GST purposes.

It doesn't mean the residential tenancy of any part of the strata building (including common property) by a lot occupier.

### **Can't be lived in**

This term means destroyed or made completely or partially unfit to live in. This might include if the utilities aren't available, or it isn't safe to live in.

## **Can't be re-leased**

This term means unable to be leased again.

## **Certificate of insurance**

This term means the latest certificate of insurance, including the insurance account, we've given you. It's an important document as it shows the covers you've chosen and other policy details.

## **Common property**

means property in a strata scheme which is not a lot and which is vested in the body corporate or for which the body corporate is legally responsible under strata legislation.

## **Common contents**

See 'We cover as the common contents' on page 26 and 'We don't cover as the common contents' on page 27.

## **Communicable Disease**

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

- the substance or agent can be of any kind and includes, but is not limited to, respiratory droplet, saliva, bodily waste, blood, a virus, bacterium, parasite, other organism, or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## **Compensation**

This word means money you're legally liable to pay as a result of either:

- a judgement made against you by a court of law
- a settlement by us of legal action against you.

It doesn't include fines, penalties, punitive, aggravated, or exemplary damages.

## **Components (or building (including common property) component)**

This word means a building (including common property) element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item. For example, the roof (sheeting or tiles) is a component, the fire wall within the roof space is another component.

## **Computer system**

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

## **Course of construction**

This term means from the time that construction of a new building at the insured address commences until the time that both the following apply:

- the building is ready to be moved into, and electricity and water services are connected
- there is no outstanding work or the only remaining work to be done is the following:
  - installation of floor coverings (for example, carpets or floating floors)
  - internal painting
  - installation of light fittings.

## **Damage(d)**

This term means physical damage, unless stated otherwise in your policy.

## **Electronic data**

This term means information, facts, concepts, code or any other information of any kind that's converted, recorded or transmitted in a form to accessed, communicated, displayed, distributed, interpreted, processed, transmitted or stored or used in or by a computer system.

## **Excess**

See page 18.

## **Fence**

This word means a structure built, using various materials, to enclose a space (partially or fully), mark a boundary or restrict access. For fences built on a property boundary line with shared ownership see page 90.

## **Fire (including bushfire)**

This word means burning with flames.

## **Fixed**

This word means permanently attached to the strata building or permanently anchored in the ground.

## **Floating floors**

This term means flooring (real or imitation) that isn't nailed down or glued to the layer beneath.



## **Flood**

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

- any lake, river, creek, or other natural watercourse (whether or not altered or modified)
- any reservoir, canal, or dam.

## **Free-standing outdoor wall(s)**

This term means a standalone wall that isn't connected at either end to a building or other structure, and not restrained along the top. Brick fences are a typical example of a freestanding outdoor wall.

## **Funds**

This word means money, negotiable instruments, securities, or tangible property received by you, or collected on your behalf, which has been or was to be set aside for the financial management of your affairs. Funds don't include the personal money, securities, or tangible property of your lot owners or members.

## **Guest**

This word means any person invited onto the insured address as your guest, a lot owner's guest, or a lot occupier's guest.

## **Illegal drugs**

This term means drugs that are prohibited from manufacture, sale, or possession in Australia including but not limited to any form of methamphetamine.

## **Illegal drug precursor**

This term means the starting materials for illegal drug manufacture.

## **Incident**

This word means a single event, accident, or occurrence which you didn't intend or expect to happen. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

## **Insured address**

See page 22.

## **Lot**

This word means each volumetric space shown on any registered plan relating to your strata scheme.

## **Lot occupier**

This term means a person who is on legal occupation of a lot or who is permitted by a lot occupier or lot owner to be present on a lot.

**Lot owner**

This term means a person who is the registered owner of a lot.

**Loss**

This term means physical loss or physical damage, unless specifically stated otherwise in your policy.

**Malicious act**

This term means a single intentional and wilful act characterised by malice. It isn't wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping, or neglect.

**Managing agent**

This term means a person or other entity appointed in writing and paid by you with delegated functions, including the authority to act as an office bearer in relation to the strata building (including common property) at the insured address, and whose business it is to act in that way.

**Office bearer**

This term means the following:

- any person appointed (including any person appointed at any time in the past or future) by you to act as an office bearer or committee member or any committee you are required to have under strata legislation in relation to the strata building (including common property) at the insured address
- any managing agent when acting as an office bearer as described above, when acting in that capacity
- any person invited by any person described above, in accordance with their delegated authority to assist in the management of any committee you are required to have under strata legislation in relation to the strata building (including common property) at the insured address.

**Occupied**

The word 'occupied' means all the following:

- the strata building is furnished enough to be lived in
- someone is eating, sleeping, and living at the strata building
- the strata building is connected to utilities.

The term 'furnished enough to be lived in' means the strata building contains at least all the following: a bed, a clothes and linen storage area, an eating table or bench, a refrigerator and a cooking appliance.

## **Period of insurance**

This term means when your policy starts to when it ends. It's shown on your certificate of insurance.

## **Personal transportation vehicle**

This term means a scooter, skateboard, e-bicycle, unicycle, hover-board, one-wheel, or segway that's all the following:

- battery driven or electric
- used for personal transportation
- suitable to be ridden by one person
- not required to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

## **Planned to demolish**

This term means you planned to demolish the strata building (including common property), have lodged an application to do this, or a government authority has issued a demolition order for the strata building (including common property).

## **Policy**

This word means your insurance contract with us. It consists of this PDS, any SPDS we've given you and your latest certificate of insurance.

## **Rental agreement**

This term means a current and valid written agreement for the insured address between a lot owner (or their agent) and their lot occupier that includes all the following:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent)
- is for a fixed term
- the following minimum requirements – a start and finish date, a minimum duration, the weekly rental amount, the bond that the lot occupier is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

'Rental agreement' doesn't include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

## **Retaining wall**

This term means a wall or similar structure, which isn't part of the strata building (including common property), that holds back or prevents the movement of earth or other type of material. It can be any type of structure or landscaping feature, using any type of material, that is present between differing levels of earth or other type of material.

## **Scope of works**

This term means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim.

## **Strata building (including common property)**

See 'We cover as the strata building (including common property)' on page 22 and 'We don't cover as the strata building (including common property)' on page 24.

## **Strata legislation**

This term means the applicable act or regulation governing strata title, community title or similar-type property in the state or territory where the Insured Location is situated, such as the Strata Schemes Management Act 2015 (NSW), Strata Schemes Development Act 2015 (NSW), Owners Corporation Act 2006 (VIC), Body Corporate and Community Management Act 1997 (QLD), Community Title Act 2001 (ACT), Strata Titles Act 1998 (TAS), Strata Titles Act 1985 (WA), Strata Titles Act 1988 (SA) or Unit Titles Scheme Act 2009 (NT), including all amendments thereto and all replacement, successor or functionally similar legislation.

## **Strata scheme**

This term means a strata scheme, strata plan (or similar statutory scheme or plan by whatever name) as defined in strata legislation, relating to the insured address.

## **Storm**

This word means a single weather event being, a cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow, or dust.

## **Storm surge**

This term means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge doesn't include actions or movements of the sea.

## **Strata Insurance Additional Information Guide**

See page 3.

## **Sum(s) insured**

This term means the sum(s) insured shown in your certificate of insurance. There may be different sum(s) insured for different property. See 'What we pay' on page 6.

## **Tenant**

This word means the person or persons who have been granted the right to occupy a unit in the strata building (including common property) under a rental agreement or lease that complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent) and includes any other person who usually resides at the unit, at the insured address.

## **Unit**

This word means an area (for example, unit, villa, townhouse, or apartment), marked as a lot or unit on the strata scheme for your strata building. It doesn't include common areas.

## **Vandalism**

This word means a single intentional and wilful act to destroy, damage or deface something. It isn't wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping, or neglect.

## **Vermin**

This word means small animals (for example, geckos and rodents) or insects that are typically thought of as pests. Vermin doesn't include a possum.

## **Voluntary worker**

This term means a lot owner, nominee of a lot owner, or office bearer who voluntarily does work or performs duties in and around the strata building (including common property) and the common areas. A voluntary worker isn't an employee or anyone who receives financial reward other than reimbursement for expenses.

## **Water containers**

This term means drains, gutters, baths, sinks, basins, toilets, bidets, tanks, swimming pools, spa baths, hot water systems, dishwashers, washing machines, and evaporator trays in refrigeration appliances. A water container is not a shower base or the walls of a shower cubicle.

## **Weekly rental amount**

This term means either:

- the weekly rent payable under the rental agreement
- the amount a lot occupier would've paid immediately before the insured incident, assessed by a suitably qualified person agreed to by us, if the insured address wasn't tenanted at the time the loss or damage occurred less agent's commission and fees.

## **We, us, our and AAMI**

See page 11.

## **Wrongful act**

This term means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, libel, slander, omission, breach of warranty or authority, or other act wrongfully made, committed, attempted, or allegedly made, committed, or attempted by any office bearer in the discharge of his or her duties in that capacity.

## **You/Your**

See page 11.

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