



NSW

**STRATA TITLE  
INSURANCE**

**PRODUCT DISCLOSURE  
STATEMENT AND POLICY  
BOOKLET (PDS)**



# Thank you for choosing NRMA Insurance.

At NRMA Insurance, we have been protecting Australians and the things they value for over 90 years. Over that time, we've built a wealth of invaluable knowledge and experience.

This helps us provide you with great customer service and quality cover, to better protect the things you value.

We're always there when you need us. Our 24 hour claims line offers a simpler way to make a claim, so that you're back on your feet as quickly as possible.

This booklet contains information you need to know about your Strata Title Insurance policy. If you have any questions, or if there's anything we can help with, get in touch today.



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# Strata Title Insurance at a glance – quick summary

Here's a summary of the key details about Strata Title Insurance. In this Product Disclosure Statement and Policy Booklet (PDS), we set out the full details about your cover and any limits, exclusions and conditions that may apply.

## Who we cover

### Under your policy, we cover:

- you – which means the owner's corporation named as 'the insured' on your current Certificate of Insurance.

## Type of insurance

### You can choose from these 3 types of insurance:

- Building and Common Contents Insurance (covers both the building and common contents)
- Building Insurance (covers the building)
- Common Contents Insurance (covers the common contents).

## What we insure

page 16

### The building:

- domestic residential building(s) at the site which are subject to a strata scheme
- building improvements and fixtures.

page 17

### The common contents:

- items that you own or are legally responsible for and that are in the common areas at the site for resident's use.

## What we pay

page 48

### For the building:

- cost to repair or rebuild the building up to the Building sum insured
- costs covered under 'other benefits'.

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### For the common contents:

- cost to repair or replace the common contents up to the Common contents sum insured
- costs covered under 'other benefits'.

## What you're covered for

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### Listed events:

- we cover loss or damage to the building and/or common contents caused by certain events – for example, fire, theft, storm and earthquake.

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### Other benefits:

- we cover loss or damage to your building and/or common contents and other costs you may incur in certain situations – for example, rebuilding fees and temporary accommodation for owners.

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### Liability cover:

- we cover claims made against you for death or injury to another person and for loss or damage to someone else's property.

# Key features and benefits of Strata Title Insurance

This table summarises your cover. In this PDS, we set out the full details about your cover, any limits, exclusions and conditions that may apply.



What you're covered for	Building Insurance	Common Contents Insurance
<b>Listed events</b>	Animal damage	✓
	Broken glass – buildings	✗
	Broken glass – contents	✓
	Earthquake	✓
	Explosion	✓
	Fire	✓
	Flood and rainwater run-off*	✓
	Impact damage	✓
	Lightning	✓
	Riots or civil commotion	✓
	Storm	✓
	Storm surge*	✓
	Theft or attempted theft	✓
	Tsunami	✓
	Vandalism or a malicious act	✓
	Voluntary workers – Death and injury benefits	✗
	Water and oil leaks	✓

\* If we have offered you the option to remove cover for flood, rainwater run-off and storm surge, and you choose to do so, you will not have cover for loss or damage to the building and/or common contents caused by flood, rainwater run-off or storm surge – see pages 23 and 26.



What you're covered for		Building Insurance	Common Contents Insurance
<b>Other benefits</b>	Demolishing and removing debris	✓	✗
	Locating the cause of damage	✓	✗
	Loss of rent for landlords	✓	✗
	Meeting building regulations	✓	✗
	Rebuilding fees	✓	✗
	Renovating or altering the building	✓	✓
	Temporary accommodation for owners	✓	✓
<b>Liability cover</b>		✓	✓

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# Key details about your policy

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## Words with special meaning

Some words in this PDS have special meaning – see ‘Definitions’ on pages 67 - 68.

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# Our agreement with you



Key details  
about your  
policy

## Your contract

Your policy is a contract between you and us and is made up of:

- your current Certificate of Insurance
- this Product Disclosure Statement and Policy Booklet (PDS), and
- any applicable Supplementary PDS.

Anything that one owner says, does or omits to do, will apply to all the owners in the owners' corporation named as the insured on your current Certificate of Insurance.

Also, each owner can act on behalf of the insured as their agent.

## Certificate of Insurance

Your current Certificate of Insurance shows the type(s) of insurance and the amount of insurance you have chosen under your policy. It also shows the period that is covered by your policy – we only cover you for incidents that happen during the policy period.

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically – that is, by email, or
- by post.

If we send your policy documents by email, we will send them to the email address you last gave us. Any policy documents we send to your email address will be considered to have been received by you 24 hours from when we send them.

If we send your policy documents by post, we will send them to the mailing address you last gave us.

You are responsible for making sure the email or mailing address we have for you is up-to-date. It is important that you tell us of any change to your email or postal address – see 'You change your contact details' on page 61.

## Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover you have chosen:

- throughout this PDS, we set out any specific limits, exclusions and conditions with the cover they apply to
- on pages 39 and 40, we set out the general exclusions that apply to all covers and benefits under your policy, and
- on pages 41 and 42, we set out your responsibilities when you are insured with us.

## Special conditions

We may impose special conditions on your policy that may exclude, restrict or extend cover for a person or a particular matter. For example, we may not cover you for some incidents like a bushfire, storm or flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to your policy.

## Sum insured

Your current Certificate of Insurance shows the amount of insurance you have under your policy as the:

- Building sum insured, and/or
- Common contents sum insured.

### Building sum insured

The Building sum insured is the amount of insurance you choose to cover the building.

We insure certain types of buildings – see page 16.

### Common contents sum insured

Common contents sum insured is the amount of insurance you choose to cover your common contents.

If we replace an item that is part of the common contents, we will replace it with a new one. This is known as 'new for old'.

We insure certain types of contents – see page 17.

# Calculating the Building sum insured

1

Key details about your policy

The Strata Schemes Management Act 1996 (NSW) ('the Act') is the legislation that governs strata title insurance in NSW. The Act states that you must:

- have the building valued every 5 years, and
- insure the building for its full replacement value.

While it is up to you to determine the correct Building sum insured, the following steps can help you to make sure the Building sum insured reflects the full replacement value of the building, at today's prices.

You can adjust your Building sum insured at any time during the policy period.

## Step 1

### Don't include your land value

- the replacement value of the building does not include the value of the land it is on, or of any of the land that makes up your site. Don't include it in your calculations.

## Step 2

### Include any improvements

- the replacement value of the building should include the structure and any improvements in or around the building that will increase the cost to rebuild or repair it.

## Step 3

### Include any structures and external fixtures

- the replacement value of the building should include all of the other structures and external fixtures on the property which make up the building environment, such as garages, swimming pools, fences, paths, clothes hoists, gates, fixed landscaping and sheds.

## Step 4

### Include any luxury fixtures

- the replacement value of the building should include the cost of repairing or replacing any luxury fixtures such as gold taps, granite or marble benchtops and floors.

## Step 5

### Include any rebuilding costs

- the replacement value of the building should include the likely cost of removing debris, the cost of employing an architect, engineer or surveyor and the costs associated with rebuilding on a remote site, a site with a slope or difficult access.

## Step 6

### Calculate the total

- add all of the above items together to arrive at the Building sum insured.

## Calculating the Common contents sum insured

Check that you have the cover you need by making sure the Common contents sum insured reflects the current replacement value of your common contents.

It is your responsibility to make sure the Common contents sum insured reflects the replacement value of your common contents at today's prices.

You can adjust your Common contents sum insured at any time during the policy period.

## Your premium

In return for paying your premium, we provide the cover you have chosen. Your premium is based on the likelihood of a claim being made under your policy for an incident that occurs during the policy period.

We consider how much risk it is for us to insure you.

If you have a low risk of claiming, then you will pay lower premiums than customers who have a high risk of claiming.

We assess the risk levels of individual cases using 'rating factors' based on our experience with claims.

When we work out your premium, we look at a range of factors including:

- the address of the building, and
- the Building sum insured and the Common contents sum insured.

The total cost of your premium will also include:

- any levies, applicable government taxes, such as GST, duties or charges.

## You can reduce your premium

- by paying annually instead of in monthly instalments.

## Paying your premium

You must pay your premium on time. You can pay your premium:

- annually in one lump sum, or
- in monthly instalments by direct debit from an account or credit card you nominate (if we offer this option to you).

Your current Certificate of Insurance shows the total amount you need to pay and the due date for your annual premium or for each monthly instalment.

If you pay annually, you can pay through any of these ways:



Go to [nrma.com.au/payments](https://nrma.com.au/payments) and have your credit card ready



Contact your financial institution to arrange payment from your account



Call 131 144 and have your credit card ready



Pay in person using, EFTPOS, cheque, or credit card at an NRMA office or Australia Post Office (Australia Post also accepts cash)



Send your cheque or credit card details to the address shown on your notice.

## What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or first monthly instalment by the due date. If you don't pay on time, then we will cancel your policy.

A monthly instalment is unpaid if it can't be deducted from your nominated account or credit card.

If an ongoing monthly instalment is unpaid for:

- 14 days after its due date, then we will refuse any claims for incidents that take place after that time
- one month after its due date, then we will cancel your policy.

## 21 day cooling-off period

You can tell us to cancel your policy within 21 days from:

- the date we issue your policy – for example, if you call us on 3 May to set up a new policy from 10 May, then your 21 day cooling-off period starts from 3 May as that's when we issued your policy
- the start date of the policy period that applies when you renew your policy.

If you tell us to cancel your policy within those times, we'll refund the premium you paid us in full. However, we can only do that if you haven't made a claim on your policy.

## Assigning rights and appointing a representative

### Assigning your rights

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

### Appointing someone to represent you

If you want to appoint someone to represent you, then you need to tell us and we need to agree. For example, you ask someone to manage your policy or a claim. For more details about who you can appoint to manage your claim, such as a repairer, see page 42.

## Governing law and GST

### Governing law

This contract is governed by the law of the Australian State or Territory that the building is located in.

### GST

All dollar values described in your policy include GST, unless we say they don't.



# Building and common contents we insure

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We insure certain types of buildings and/or common contents. This section describes:

- The buildings we insure.
- The types of common contents we insure.

Full details about what we insure are set out in this PDS.

# The buildings we insure

Under Building Insurance, we cover loss or damage to the building(s) at the site, which are subject to a strata scheme registered under the Strata Schemes Management Act 1996 (NSW), and are used exclusively for domestic purposes.

## The building

The building(s) include:

- residential buildings at your site, including any building improvements
- any outbuildings, walls, gates, fences, swimming pools, carports and garages
- fixed coverings to walls, floors and ceilings
- fixtures, including built-in furniture and kitchen cupboards
- floating floors
- any permanent landscape features (not including any trees, shrubs, soil or natural bushland).

To see how we define key words like 'building' and 'fixtures', see pages 67 and 68

## Buildings we don't insure

We don't insure:

- boarding houses or hostels
- hotels or motels
- commercial buildings
- exhibition or display home properties
- commercial farm buildings
- buildings that contain a lift
- buildings more than 4 storeys high (including any basement parking)
- buildings under construction, or
- buildings that are not solely used for residential purposes.

If you are not sure whether the building is any of these, call us on 132 132. We will refuse a claim and cancel your policy if the building is or becomes any of these things.

The building does not include:

- owners' paint or wallpaper and temporary wall, floor or ceiling coverings (we don't consider floating floorboards to be temporary)
- fittings, which are any items that can be removed from the building without causing damage to the building
- items that we consider to be common contents.

# The types of common contents we insure

2

Building and common contents we insure

## Common contents

Common contents are items that are not permanently attached or fixed to the structure of the building that you:

- own, or
- are legally responsible.

Common contents are contents items for resident's use in the common areas at the site and include:

- furniture and furnishings
- carpets
- paint, wallpaper, temporary wall, floor or ceiling coverings
- light fittings
- curtains and internal blinds
- portable domestic appliances
- domestic maintenance equipment.

## Common contents we don't insure

We don't insure:

- animals
- plants, trees or shrubs growing in the ground
- grass, rocks, landscaping and soil on the site
- building materials or fixtures at the site due to be fitted to the building
- items which are part of the building
- contents belonging to owners or persons who live in the building or on the site
- watercraft, sailboards, trailers, caravans, aircraft or aerial devices
- vehicles including:
  - motor vehicles
  - motorcycles, or
  - ride-on vehicles such as motorised golf buggies or carts, unless it is a ride-on lawnmower used solely for the purpose of mowing lawns.

When you make a claim, we may ask you to provide proof of ownership and value for an item — for example, a receipt, valuation or photograph

# What the building and common contents covers

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We cover loss or damage to the building and/or common contents in certain situations. This section describes:

- The events we cover.
- Other benefits.

The table on the next page summarises your cover. Full details about your cover are set out in this PDS.



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In this section, we outline what you're covered for and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities, you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

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# The events we cover

3

We cover loss or damage to the building and/or common contents when certain things happen during the policy period. These are known as 'listed events'.

What the building and common contents covers

We cover all of the listed events shown in Table 3.1 under:

- Building Insurance
- Common Contents Insurance.



**Table 3.1 – Listed events**

Listed Events	Building Insurance	Common Contents Insurance	Page
Animal damage	✓	✓	20
Broken glass – buildings	✓	✗	20
Broken glass – contents	✗	✓	21
Earthquake	✓	✓	21
Explosion	✓	✓	22
Fire	✓	✓	22
Flood and rainwater run-off*	✓	✓	23
Impact damage	✓	✓	24
Lightning	✓	✓	24
Riots or civil commotion	✓	✓	25
Storm	✓	✓	25
Storm surge*	✓	✓	26
Theft or attempted theft	✓	✓	27
Tsunami	✓	✓	27
Vandalism or a malicious act	✓	✓	27
Voluntary workers – Death and injury benefits	✓	✗	28
Water and oil leaks	✓	✓	29

\* If we have offered you the option to remove cover for flood, rainwater run-off and storm surge, and you choose to do so, you will not have cover for loss or damage to the buildings and/or common contents caused by flood, rainwater run-off or storm surge – see pages 23 and 26.

## Animal damage

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by an animal not kept at the site.

### Covered

- loss or damage caused by animals not kept at the site.

### Not covered

- loss or damage caused by:
  - vermin and insects
  - birds pecking, scratching or biting
  - domestic cats or dogs, or
  - any other animal kept at the site.

## Broken glass – buildings

✓ **Building Insurance**

✗ **Common Contents Insurance**

If any item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

### Covered under Building Insurance

- glass panels in fixtures
- cooktop or oven door
- vitreous china or acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary fixtures
- the reasonable cost to reconnect any electrical components to the item.

### Not covered

- an item that broke because heat was directly applied to it
- glass in a greenhouse or glasshouse
- water or sewerage pipes
- any loss or damage caused by the broken item.

## Broken glass – contents

✗ **Building Insurance**

✓ **Common Contents Insurance**

If fixed glass in an item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

### Covered under Common Contents Insurance

- fixed glass in:
  - furniture, including outdoor furniture
  - a light fitting
  - a mirror or picture
- damage that is caused to the frame of a broken mirror or picture
- the reasonable cost to reconnect any electrical components to the item.

### Not covered

- glass that is in a TV, radio or computer equipment
- any loss or damage caused by the broken item
- any item outside the walls of the building (except in outdoor furniture).

## Earthquake

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by an earthquake.

### Covered

- earthquake
- landslide or subsidence that happens immediately as a direct result of an earthquake.

## Explosion

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by an explosion and there is physical evidence of the explosion.

### Covered

- explosion
- landslide or subsidence that happens immediately as a direct result of an explosion.

### Not covered

- the item that exploded.

## Fire

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by a fire.

### Covered

- fire
- bushfire.

### Not covered

- if the fire was started with the intention to cause damage by:
  - you or someone who lives in the building, or
  - someone who enters the building or site with your consent, or the consent of someone who lives in the building
- loss or damage which results from scorching or melting where there was no flame
- any heat or fire-resistant item that self-combusts.



## Flood and rainwater run-off

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by a flood and/or rainwater run-off.

### Covered

- flood
- rainwater run-off, and
- landslide or subsidence that happens immediately as a direct result of flood or rainwater run-off.

For example, excessive rainfall in your local area causes a build up of water in the street gutters and water enters the building causing damage.

For the definition of 'flood' – see the box below and page 64.

Rainwater run-off means water that flows over the ground, or backs-up, as a result of a storm, that is not a flood

### Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways, or
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by:
  - erosion, deterioration, collapse, shrinkage or any other earth movement
  - water which enters the building through any tarpaulins or fixings set up while you are renovating or altering the building.

### Conditions

- if we have offered you the option to remove cover for flood and rainwater run-off, and you choose to do so:
  - you will not have cover for loss or damage to the building and/or common contents caused by flood or rainwater run-off, and
  - we will also remove cover for storm surge (see page 26).

We will charge you a lower premium and your Certificate of Insurance will show that you don't have cover for flood, rainwater run-off and storm surge.

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

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

## Impact damage

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by an item shown here.

### **Covered under Building Insurance and Common Contents Insurance**

- loss or damage caused by the impact of:
  - external aerials, masts, flagpoles or satellite dishes
  - aircrafts, vehicles or watercrafts
  - debris from space, aircrafts, rockets or satellites
  - trees or branches.

### **Covered under Building Insurance**

- if a tree on the site causes loss or damage to the building and we agree it needs to be removed, then we pay the costs to:
  - cut down and remove the tree
  - treat the stump so it doesn't grow.

### **Not covered**

- loss or damage caused by tree cutting, lopping or felling on the site
- costs to remove the stump
- costs to cut down or remove a tree if it didn't cause any damage to the building or common contents.

## Lightning

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by lightning.

### **Covered**

- lightning
- power surge only as a result of lightning.

## Riots or civil commotion

✓ **Building Insurance**      ✓ **Common Contents Insurance**

If loss or damage is caused by a riot or civil commotion.

### Covered

- riot, civil commotion, industrial or political disturbance.

### Not covered

- loss or damage after the first consecutive 72 hours of a riot, commotion or political disturbance being declared.

## Storm

✓ **Building Insurance**      ✓ **Common Contents Insurance**

If loss or damage is caused by a storm.

### Covered

- storm
- landslide or subsidence that happens immediately as a direct result of a storm.

For example, hail damages the roof.

### Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways, or
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by:
  - erosion, deterioration, collapse, shrinkage or any other earth movement
  - water which enters the building through any tarpaulins or fixings set up while you're renovating or altering the building.

#### Storm means:

- rain, thunderstorm, hail, snow
- violent wind, cyclone, tornado

## Storm surge

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by storm surge.

### Covered

- storm surge
- landslide or subsidence that happens immediately as a direct result of storm surge.

For example, an intense storm or cyclone causes an increase in normal sea level and large waves, and the water enters the building causing damage.

### Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways, or
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by:
  - actions of the sea
  - erosion, deterioration, collapse, shrinkage or any other earth movement
  - water which enters your building through any tarpaulins or fixings set up while you are renovating or altering the building.

For the definition of 'actions of the sea' – see the box below and page 67.

### Conditions

- if we have offered you the option to remove cover for storm surge, and you choose to do so:
  - you will not have cover for loss or damage to the building and/or common contents caused by storm surge, and
  - we will also remove cover for flood and rainwater run-off (see page 23).

We will charge you a lower premium and your Certificate of Insurance will show that you don't have cover for flood, rainwater run-off and storm surge.

Actions of the sea include:

- waves
- normal movement or changes in sea levels (including high tides and king tides)

unless caused by storm surge.

Storm surge is an increase in sea level that occurs because of an intense storm or cyclone and associated waves

## Theft or attempted theft

- ✓ **Building Insurance**      ✓ **Common Contents Insurance**

If loss or damage is caused by a theft or attempted theft.

### Covered

- theft or attempted theft.

### Not covered

Theft or attempted theft by:

- you or someone who lives in the building, or
- someone who enters the building or site with your consent or the consent of someone who lives in the building.

## Tsunami

- ✓ **Building Insurance**      ✓ **Common Contents Insurance**

If loss or damage is caused by tsunami.

### Covered

- tsunami.

## Vandalism or a malicious act

- ✓ **Building Insurance**      ✓ **Common Contents Insurance**

If loss or damage is caused by vandalism or a malicious act.

### Covered

- vandalism or a malicious act.

### Not covered

- if the vandalism or a malicious act by:
  - you or someone who lives in the building, or
  - someone who enters the building or site with your consent or the consent of someone who lives in the building.

## Voluntary Workers – Death and injury benefits

✓ **Building Insurance**      ✗ **Common Contents Insurance**

If a person is engaged in unpaid voluntary work on the site and an incident causes:

- the death of the voluntary worker
- a specific injury to the voluntary worker
- an injury to the voluntary worker that results in loss of earnings within 2 years of the incident.

### Covered under Building Insurance

We will pay the voluntary worker:

- \$40,000 for the following specific injuries:
  - death
  - quadriplegia
  - paraplegia
  - loss of both eyes or the total loss of sight in both eyes
  - loss of both hands or both feet
  - loss of one hand and one foot, or
  - any combination of the above
- \$20,000 for the following specific injuries:
  - loss of one eye or the sight in one eye
  - loss of one hand, or
  - loss of one foot
- up to a maximum of \$400 per week for 26 weeks if they are unable to resume their paid employment.

### Not covered

- any amount payable under a Medicare benefit or any other registered health benefits organisation
- any fee or charge in relation to the provision in Australia of ambulance fees, hospital treatment or medical expenses as defined by the Health Insurance Act 1973 (Cth) or ancillary health benefits as defined by the National Health Act 1953 (Cth)
- any claim for death or injury arising from suicide, self-inflicted injury or any attempted suicide or self-inflicted injury
- any claim for death or injury sustained while the voluntary worker was under the influence of alcohol or any drug
- loss of earnings for a voluntary worker who was not earning a wage at the time of the incident, or
- loss of earnings to a voluntary worker during any period where they are entitled to receive any sick pay or any workers' compensation benefit, even if they do not claim it.

### Conditions

The most we will pay is \$40,000 in any one policy period.

## Water and oil leaks

✓ **Building Insurance**

✓ **Common Contents Insurance**

If loss or damage is caused by water or oil leaking or escaping from an item shown here.

### Covered

- water or oil leaking or escaping from:
  - gutters, drainpipes or pipes located at or on the site
  - water mains or water supply pipes
  - sanitary fixtures – for example, baths or toilets
  - appliances – for example, washing machines or dishwashers
  - waterbeds
  - aquariums
  - water tanks, or
  - swimming pools
- oil leaking from a fixed heating system or sealed portable heater
- landslide or subsidence that happens immediately as a direct result of a water or oil leak referred to above
- costs to locate the cause of damage (if we agree to pay these costs before you make any arrangements).

### Not covered

- loss or damage caused by:
  - storm, flood, rainwater run-off, storm surge or actions of the sea
  - water leaking or escaping from a shower recess or shower base
  - erosion, deterioration, collapse, shrinkage or any other earth movement
- costs to repair or replace the item that the water or oil leaked or escaped from.

# Other benefits

We may also provide 'other benefits' that are set out in this section.

Table 3.2 shows the other benefits we give you and the type of policy the benefit applies to.

You can make a claim for other benefits when a listed event happens during the policy period and causes loss or damage to the building and/or common contents and we agree to pay for that loss or damage.

## Other benefits and your sum insured

Your Building sum insured or Common contents sum insured is the most we'll normally pay when you make a claim.

However, for these items, we'll pay on top of your sum insured:

- 'Loss or rent for landlords'
- 'Temporary accommodation for owners'.

**Table 3.2 – Other benefits**

Other benefits	Building Insurance	Common Contents Insurance	Page
Demolishing and removing debris	✓	✗	31
Locating the cause of damage	✓	✗	31
Loss of rent for landlords	✓	✗	32
Meeting building regulations	✓	✗	32
Rebuilding fees	✓	✗	33
Renovating or altering the building	✓	✓	33
Temporary accommodation for owners	✓	✓	34



## Demolishing and removing debris

- ✓ **Building Insurance**      ✗ **Common Contents Insurance**

If a listed event causes loss or damage to the building and we agree you need to demolish part or all of the building or remove any debris.

### Covered under Building Insurance

- costs to demolish and remove debris
- costs to make the site safe – for example, the costs to install a temporary fence around the damaged area.

### Conditions

- we must agree to pay the costs before you make any arrangements.

## Locating the cause of damage

- ✓ **Building Insurance**      ✗ **Common Contents Insurance**

If a listed event causes loss or damage to the building and you need to confirm that it was caused by a listed event.

### Covered under Building Insurance

- pay up to \$5,000 to find the cause of damage if we agree the loss or damage was caused by a listed event.

### Not covered

- we will not cover these costs if:
  - that part of the building which needs repairing or rebuilding is an illegal construction
  - a statutory authority served a notice on you before the incident occurred.

### Conditions

- the costs must relate directly to the part of the building that suffered the loss or damage
- we must agree to pay the costs before you make any arrangements.

## Loss of rent for landlords

✓ **Building Insurance**      ✗ **Common Contents Insurance**

If a listed event causes loss or damage to the building and we agree tenants can't live in it and need to move out so it can be repaired or rebuilt.

### Covered under Building Insurance

- the rent any owner loses during the reasonable time it should take to repair or rebuild the building, for up to 12 months from when the listed event took place.

We pay this benefit on top of the Building sum insured.

### Not covered

- loss of rent during any time you live in the building.

## Meeting building regulations

✓ **Building Insurance**      ✗ **Common Contents Insurance**

If a listed event causes loss or damage to the building and you need to meet current building regulations to repair or rebuild the part of the building that was damaged.

### Covered under Building Insurance

- the costs to meet current building regulations to repair or rebuild the part of the building that was damaged.

### Not covered

- costs to meet building regulations:
  - that were already in place when the building was built, renovated or altered
  - for undamaged parts of the building – for example, installing insulation in ceilings that were not damaged.

### Conditions

- we must agree to pay the costs before you make any arrangements.

## Rebuilding fees

✓ **Building Insurance**

✗ **Common Contents Insurance**

If a listed event causes loss or damage to the building and you need to pay certain fees to repair or rebuild the building.

### Covered under Building Insurance

- the reasonable fees for architects, engineers or surveyors
- any fees we agree you need to pay to meet the requirements of a statutory authority.

### Not covered

- fees to rebuild any part of the building which was an illegal construction
- if a statutory authority served a notice on you before the listed event took place.

### Conditions

- we must agree to pay the rebuilding fees before you make any arrangements.

## Renovating or altering the building

✓ **Building Insurance**

✓ **Common Contents Insurance**

If a listed event causes loss or damage to the building, whilst you are renovating or altering it.

### Covered under Building Insurance

- costs to repair or rebuild that part of the building that was damaged.

### Covered under Common Contents Insurance

- costs to repair or replace the damaged common contents.

### Not covered

- storm or water damage caused when the interior of the building is left exposed to the elements, or your tarpaulins or fixings fail
- loss or damage to the building or common contents as a direct result of the renovations or alterations
- your responsibility to pay compensation for:
  - death or bodily injury to other people
  - loss or damage to someone else's property
 that arises out of renovations or alterations to the building that costs \$50,000 or more.

## Temporary accommodation for owners

✓ **Building Insurance**

✓ **Common Contents Insurance**

If a listed event causes loss or damage to the building and we agree an owner can't live in their part of the building and needs to move out so it can be repaired or rebuilt.

### Covered

- costs for temporary accommodation that we agree are reasonable and appropriate for the owner, their family and their pets that are normally kept at your site
- any additional living expenses that we agree are appropriate
- costs of removing and storing the common contents of the building and then return them to the building
- costs for removing and storing the owners' contents and then returning them to the building.

We pay these costs for the reasonable time we agree it should take to repair or rebuild the building for up to 12 months from when the listed event took place.

We pay this benefit on top of the Building sum insured.

### Conditions

- the owner must have lived in the building permanently before the listed event took place
- we must agree the owner can't live in their part of the building
- we must agree to pay the costs before you make any arrangements
- we won't cover costs caused by unreasonable delays in repairing or rebuilding the building.

# Liability cover

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We provide cover for claims made against you for death or injury to another person and for loss or damage to some else's property.

---

In this section, we describe the liability cover you have under your policy and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities, you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

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# Liability cover

## ✓ Building Insurance

## ✓ Common Contents Insurance

Liability cover protects you for claims that may be made against you for an incident which causes:

- death or bodily injury to someone else, or
- loss or damage to someone else's property.

### Covered under Building Insurance

We cover your legal liability for:

- death or bodily injury to someone else, or
- loss or damage to someone else's property,

in an incident that takes place in the building or at the site and for which you are responsible as an owner of the building or the site.

For example, you may be liable to pay compensation if a visitor is injured at the site.

The most we will pay for any one incident is \$20 million under Building Insurance, including legal costs when our lawyers handle the claim.

### Covered under Common Contents Insurance

We will cover your legal liability for:

- death or bodily injury to someone else, or
- loss or damage to someone else's property,

in an incident that takes place in the building or at the site for which you are responsible for.

For example, you may be liable to pay compensation if a visitor is injured in a car park that you own.

The most we will pay for any one incident is \$20 million under Common Contents Insurance, including legal costs when our lawyers handle the claim.

### Not covered

We don't cover legal liability for death or bodily injury to you.

We don't cover legal liability for loss or damage to property:

- that you own or have in your custody, control or possession, or
- that is owned by any person employed by you under a contract of service.

We do not cover:

- your legal liability as owner of any other property except the building on the site shown in your current Certificate of Insurance
- any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you, or

- fines or court costs if you are charged or convicted under a law.

We will not cover your legal liability that arises or results from:

- an incident that occurs outside the site
- you agreeing to accept liability for the claim
- death or bodily injury to any person employed by you under a contract of service, and you are required to by law to hold compulsory workers' compensation insurance to cover that liability
- any act or omission by you, or a person acting with your consent, which shows a reckless disregard for the consequences of that act or omission
- a deliberate and unlawful act by you, or a person acting with your consent
- any business, trade or profession other than the income received by owners as rental income from renting the building or any part for domestic use
- any professional sporting activity
- the transmission of a disease by you
- using or owning a vehicle, aircraft or watercraft
- landslide or subsidence
- the building or the site being used for farming
- asbestos in the building or on the site
- removing, containing, stopping or cleaning up pollution
- building work to the building or on the site which costs more than \$50,000, or
- an incident caused by an animal, unless:
  - it is a dog, cat or horse kept as a pet in the building or on the site
- an incident caused by a dog if a relevant authority has declared it to be a dangerous dog.

## Conditions

To be entitled to liability cover:

- someone must make a claim against you for an incident that occurs during the policy period
- you must lodge a claim with us for liability cover, and
- we must agree to pay for any legal or other costs before they are incurred.

For an example of how we settle a claim, see page 58

## What happens when you make a liability claim

When you make a claim and are entitled to liability cover, we may:

- act for you or arrange for a lawyer to represent you
- attempt to resolve the claim, and/or
- defend the claim in a court.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.

# General exclusions and your responsibilities

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There are certain situations when we don't provide cover under your policy.

This section outlines the general exclusions that apply to all covers and benefits we provide under your policy.

The general exclusions also apply to your liability cover, unless we say they don't.

This section also outlines your responsibilities. You may put your insurance claim or cover at risk if you do not meet your responsibilities to us.



# General exclusions for all covers and benefits

5

General  
exclusions  
and your  
responsibilities

The exclusions set out in this section apply to all covers and benefits under your policy.

## What we don't cover

Loss, damage, injury or death arising from:

- rust, corrosion, gradual deterioration, depreciation, wear or tear
- erosion, deterioration, collapse, shrinkage or any other earth movement
- landslide or subsidence unless it happens immediately as a direct result of:
  - flood\*\*
  - rainwater run-off\*\*
  - storm
  - storm surge\*\*
  - water or oil leak
  - earthquake, or
  - explosion
- actions of the sea
- flood, rainwater run-off and storm surge when you have chosen to remove cover for these listed events from your policy
- atmospheric conditions or extreme temperature
- mould
- vermin or insects
- birds pecking, scratching or biting
- tree lopping or felling on your site
- tree roots
- radioactivity, or the use or escape of any nuclear fuel, material or waste
- the lawful seizure, confiscation, nationalisation, or requisition of the building or anything else covered by this policy
- any war (whether it is formally declared or not), hostilities or rebellion
- pollutants or contaminants that discharge or escape
- any act of terrorism that involves any biological, chemical, or nuclear pollution, contamination or explosion
- any intentional act or omission by:
  - you
  - someone who acts with your consent
- hydrostatic pressure including loss or damage to swimming pools or similar structures, or
- any illegal activity you are involved in.

\*\* If you have chosen to remove cover for flood, rainwater run-off and storm surge, you will not have cover for landslide or subsidence that happens immediately as a direct result of flood, rainwater run-off or storm surge.

## **We do not cover:**

- fusion of electric motors
- goods kept for sale or distribution or on display, exhibition or consignment
- mechanical, structural or electrical failure of an item
- costs arising from any business interruption
- the use of any lift, hoist, elevator, escalator or inclinator
- the cost of reinstalling or replacing electronically stored files
- the intellectual or sentimental value of an item
- the settling, shrinkage or expansion in buildings, foundations, walls or pavements
- loss or damage to the site or any reduction in its value
- items owned by you that are in storage at the site
- claims arising from incidents that occur outside the policy period.

## **Maintaining and occupying the building**

We don't cover loss, damage, injury or death arising from:

- faulty design or workmanship that you knew about or should have reasonably known about
- you leaving the entire building unoccupied for 60 consecutive days or more, and not maintaining it in a lived-in state by:
  - keeping lawns mowed and gardens tidy
  - stopping regular mail and newspaper deliveries, and
  - organising someone to check inside and outside it at least once a week
- not maintaining the building in good repair and condition – this means that the building must be watertight, structurally sound, secure and well maintained
- you illegally keeping explosives, flammable or combustible substances or liquids in the building or at the site.

# Your responsibilities

5

General  
exclusions  
and your  
responsibilities

## Do not settle claims or make admissions

You must not:

- attempt to settle a claim that is made against you without our permission
- make any admissions to anyone about any incident covered by your policy, or
- limit by agreement our rights of recovery from someone else.

## Co-operate

You must:

- be truthful and frank in any statement you make to us
- not behave in a way that is improper, hostile, threatening, abusive or dangerous
- co-operate fully with us, even if we have already paid your claim, which includes:
  - providing us with all the information, documents and help we need to deal with your claim – for example, bank statements or phone records
  - immediately sending us any communications that you receive about any incident – for example, emails, letters, notices or court documents
  - being interviewed by us or our representatives
  - attending court to give evidence
  - giving us access to the building for a repairer or other specialist we choose so they can assess any damage to the building.
- give us prior notification that you are:
  - demolishing the building
  - carrying out building work leaving only the shell of the building intact
  - building a new building on the site.

## Prevent further loss or damage

You must do everything reasonable to prevent further loss or damage to the building and common contents.

## Inspections and quotes

If we ask you, you must:

- let us and our representatives inspect the building and common contents, and
- allow us to obtain quotations from any repairer or supplier.

## **Proof of loss and ownership**

When you make a claim, we may ask you to provide certain documents to:

- prove that you own(ed) or are responsible for the items, and
- help us identify the items.

The types of documents we ask for depend on the situation and can include:

- a rental agreement
- property inspection reports
- copies of the notices issued to the tenant about the termination of a rental agreement
- tax invoices for items bought or services used
- purchase receipts
- valuation certificates
- credit card or bank statements
- photos.

We may compare information you provide to us with a range of other sources – for example, websites, such as auction or sale websites.

## **Report to the Police**

You must:

- immediately report to the Police any theft, attempted theft, vandalism or malicious act, and
- give us any incident report number they give you.

## **Appointing others to manage your claim**

If you want to appoint someone to manage your claim, then you need to tell us and we need to agree. You can usually appoint someone like a family member or broker.

However, you can't appoint someone who has a conflict of interest – for example, someone who supplies goods or services for your claim.

## **GST**

If you are a business registered or required to be registered for GST purposes, then you must provide us with:

- your Australian Business Number (ABN), and
- the percentage of any input tax credit you have claimed or are entitled to claim on the premium you paid.

# Claims and what we pay

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# 6

This section provides information about our claims process and what we pay when you make a claim. It also includes some examples of how we pay claims including liability claims.

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When you need to make a claim, we are available 24 hours a day, 7 days a week:

 131 123

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# Making a claim

We follow these steps to work out what to pay for your claim for loss or damage to the building and common contents. When you make a claim, we will:

- review any information you provide us when you lodge your claim
- ask you to provide us with any further information we require to support your claim, and
- tell you if you need to pay an excess(es) and how to pay it.

When you contact us to lodge your claim, please have your policy details ready.

## Step 1

### Type of Insurance

Do you have:

- Building and Common Contents Insurance?
- Building Insurance?
- Common Contents Insurance?

## Step 2

### For the building and common contents

Do we insure:

- the things that suffered the loss or damage?

## Step 3

### The incident

Was the loss or damage caused by:

- a listed event?
- an event covered under 'other benefits'?

## Step 4

### Exclusions and conditions

Is your claim affected by:

- any general exclusions or any specific exclusions (and/or conditions) that apply?
- you not meeting your responsibilities to us?

## Step 5

### Sum insured

How much is:

- your Building sum insured?
- your Common contents sum insured?

## Step 6

### Excess

- What type of excess(es) applies to your claim?
- How much is your excess(es)?

# Excesses and other deductions

An excess is the amount you contribute towards the cost of your claim.

There are 3 types of excesses:

- basic
- earthquake, and
- special.

The type of excess you need to pay depends on what your claim relates to. You may need to pay more than one excess.

If you make a claim:

- you must pay the basic excess unless you make a liability claim, or
- for loss or damage as a result of an earthquake, then you pay the earthquake excess instead of the basic excess.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

Table 6.1 shows the types of excess and amount that may apply to your claim. In some cases, you may not need to pay any excess – for example when making a liability claim.

**Table 6.1 Excesses that apply to your claim**

Type of excess		Excess amount
<b>Basic</b>	Applies to most claims	\$300
<b>Earthquake</b>	Applies to building claims as a result of an earthquake	\$1,000
<b>Special</b>	Any special excess is outlined in your current Certificate of Insurance and applies in addition to the basic excess.	

## Paying your excess

When you make a claim, you must pay the excess(es):

- to us, or
- if we tell you to do so, to the repairer or supplier.

We will tell you who to pay your excess to. We can only finalise your claim after you have paid any excess(es) that applies.





## Deductions and unpaid premiums

If we pay your claim as a total loss, then we deduct other amounts to settle your claim.

If you currently pay your premium by monthly instalments, then before we pay your claim we deduct:

- any monthly instalments that are due but haven't been paid
- the monthly instalments that cover the rest of your policy period.

# What we pay for – Building Insurance

If we agree to cover your claim under Building Insurance, then we will:

- pay the cost to repair or rebuild the part of the building that was damaged (whichever is lower)
- pay for any extra costs we cover under 'other benefits' – see below.

## The most we pay

The most we will pay for the building is the Building sum insured.

## Other benefits

We may also pay some costs on top of the Building sum insured under 'other benefits' for:

- Loss of rent for landlords – see page 32
- Temporary accommodation of owners – see page 34.

## How we settle your building claim

We will choose to settle your claim for loss or damage to the building and any 'other benefits' in one of the following ways:

### 1. Arrange for repairers, builders or suppliers to repair or the building

If you agree, we can arrange for our preferred repairers, suppliers or builders to repair or rebuild the building. We may enter into any contract with our selected repairer, builder and/or supplier on your behalf.

### 2. Pay you the reasonable cost to repair or rebuild the building

We can choose to:

- pay you
- pay your nominated repairer, supplier or builder, or
- provide you with store credits from one of our nominated suppliers.

For example, we may pay you directly when:

- you decide not to repair or rebuild the building, or
- you don't start repairing or rebuilding the building within 6 months from when the loss or damage takes place, or within any longer period we agreed to in writing.

### 3. Pay you the Building sum insured

We may pay you the Building sum insured when we consider the building to be a total loss or when we choose to do so.

If we pay you the Building sum insured, then your policy ends and you don't get a refund of your premium.

We will continue your liability cover (see pages 36 and 37) for up to 6 months from when the listed event took place. However, liability cover will end during this period if:

- construction starts at the site, or
- you sell the site or any portion of it, or
- you take out a new Building Insurance policy for the site.

### 4. Pay for other benefits

We will choose the method of settlement for your claim under any 'other benefits' we provide.

We provide examples of how we calculate building claims – see pages 55 to 58

# What we pay for – Common Contents Insurance

If we agree to cover your claim under Common Contents Insurance, then we will:

- pay the cost to repair or replace the common contents (whichever is lower).

## The most we pay

The most we will pay for loss or damage to the Common contents is the Common contents sum insured.

## Other benefits

We may also pay some costs on top of the Common contents sum insured under the following 'other benefits' for:

- Renovating or altering the building – see page 33
- Temporary accommodation for owners – see page 34.

If we agree to pay your claim for 'other benefits', we will choose the method of settlement.

## How we settle your common contents claim

If we agree to cover your claim under Common Contents Insurance, then we can choose to pay your claim through any of these ways:

- repair the item, or
- replace the item with the same or similar type and quality, or
- pay you the reasonable costs of what it would cost us to repair or replace the items, or
- provide you with store credits to replace the item from one of our nominated suppliers, or
- pay you the Common contents sum insured or provide you with store credits from one of our nominated suppliers to the value of the Common contents sum insured that applies to the loss or damaged item of common contents.

## Conditions

- we can nominate the repairer or supplier and claims settlement method
- we may enter into any contract with the repairer or supplier on your behalf
- if you don't agree with the method of settlement we choose, we will pay you what it would cost us to repair or replace the item.

## What happens after we pay the sum insured

If we pay you the Common contents sum insured, then your policy ends and you don't get a refund of any premium.

We provide examples of how we calculate common contents claims – see pages 55 to 58

## What we pay for voluntary workers

If you make a claim for death or injury benefits for a voluntary worker, we may request:

- a medical certificate in relation to the condition of the voluntary worker
- an examination of the voluntary worker by a medical practitioner chosen by us
- a death certificate.

### The most we pay

The most we will pay, in total, is \$40,000 in any one policy period:

- what we will pay for death or injury benefits depends on the specific injury to the voluntary worker(s) – see page 26
- the most we will pay for loss of earnings is up to a maximum of \$400 per week for 26 weeks if the voluntary worker(s) is unable to resume their paid employment.

### Conditions

- we may pay any benefits either to you or directly to the voluntary worker.

### If you make a claim for loss of earnings

You must provide:

- medical evidence showing the voluntary worker is:
  - unable to work or unable to work the same number of hours worked before the injury, or
  - unable to resume the same work carried out before the injury
- evidence establishing that the loss of earnings is due to the injury.

We may request:

- an authority from the voluntary worker to enable us to obtain from their employer evidence of loss of earnings
- the voluntary worker to tell us the name of the insurance company that provides workers compensation insurance to their employer.

# How we settle certain things

When we pay your claim, we settle certain things in line with the information shown in this section.

## Matching materials

### Under Building Insurance

- we only repair the loss or damaged part(s) of the building. We don't pay for materials to match the undamaged parts of the building to create a uniform appearance.

## Carpet, vinyl, tiles or floorboards

### Under Building Insurance and Common Contents Insurance

- we only repair or replace the carpet, vinyl, tiles or floorboards in the part of the building that was damaged
- we don't pay for any adjoining rooms, or the entire building.

## Pairs, sets or collections

### Under Common Contents Insurance

- if there is loss or damage to a pair, set or collection, then we only cover the part that was affected.

## Damaged or recovered property

### Under Building Insurance and Common Contents Insurance

If we settle your claim:

- for damaged property, or
- for lost or stolen property that is subsequently recovered

then it becomes our property, unless we let you keep it.

If we let you keep the damaged or recovered property, then:

- you are free to do whatever you like with it, and
- you are responsible for it and can't abandon it to us.

## Businesses registered for GST

Before we make a payment to you, we will deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if we have reduced the amount we pay as described above.

## Recovery actions

You agree that the following provisions, which appear under the headings **Recovery action by us** and **Recovery action by you** apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

### Recovery action by us

You agree we may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- some or all of the loss or damage we cover; and/or
- some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

You agree we may take such recovery action:

- without your consent;
- using your name; and
- whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- conducting legal proceedings on your behalf as a member of representative or group proceedings;
- taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings;
- exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings; and/or
- entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You agree we may exercise all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

If we take recovery action in respect of some or all of the loss or damage which we do not cover, we may in our discretion, and to the extent permitted by law, require you to contribute to the costs we incur.

Of any amount recovered in a recovery action we take, you agree that we will first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs we have incurred in taking the recovery action. We will then pay you the amount of loss or damage you have suffered in connection with the incident for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute. Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action.

You must not do anything which prejudices us in taking any recovery action. For example, you must not:

- assign your rights to anyone else; or
- opt-out of any representative or group proceedings taken by us.

## Recovery action by you

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in a recovery action you take, you may first keep the amount of loss or damage you have suffered in connection with the incident and for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action. You will then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

You agree we may:

- take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- require you to cease a recovery action that you have commenced.



## How we pay claims – some examples

In this section, we outline examples of how we may pay some claims in particular scenarios. These examples are for illustrative purposes only and do not form part of your policy.

Any amount we pay for your actual claim will depend on the particular circumstances of your claim.

### Example claim 1: Repairing the building

A storm damages the roof and the cost to repair it is \$3,300.

Policy type	Building Insurance
Building sum insured	\$360,000
Basic excess	\$300

#### How we settle your claim

We arrange for a builder to repair the roof.

We pay the builder \$3,000.

We ask you to pay the builder the \$300 basic excess.

### Example claim 2: Replacing the common contents

Someone steals a plasma television from inside the common area. The cost to replace it is \$5,000.

Policy type	Common Contents Insurance
Common contents sum insured	\$75,000
Basic excess	\$300

#### How we settle your claim

We pay the supplier \$4,700 to replace the television.

We ask you to pay the supplier the \$300 basic excess.

### Example claim 3: The building and common contents are totally destroyed

The building and common contents, which are insured for their full replacement value, are destroyed by fire.

Policy type	Building and Common Contents Insurance
Building sum insured	\$300,000
Common contents sum insured	\$90,000
Basic excess	\$300

#### How we settle your claim

We choose to pay you directly for the loss. We pay you \$389,700 as follows:

Building sum insured	\$300,000
Common contents sum insured	\$90,000
Less basic excess	- \$300

### Example claim 4: Repairing the building – Loss of rent for landlords

A fire damages the kitchen and living areas in one of the residences. We agree the tenants need to move out for 6 weeks while the damage is repaired. The cost of the repairs is \$25,500.

Policy type	Building Insurance
Building sum insured	\$250,000
Weekly rent	\$400
Basic excess	\$300

#### How we settle your claim

We arrange for a builder to repair the part of the building that was damaged. You claim for 'Loss of rent for landlords'.

We pay the builder \$25,500

We pay you \$2,100 as follows:

6 weeks loss of rent	\$2,400
Less the basic excess	- \$300

### Example claim 5: Liability claim in the building

A visitor falls over a loose tile in a kitchen in one of the residences and sprains their ankle. We or a court decide that you are liable to pay \$3,000 for the claim made against you by the visitor.

Policy type	Building Insurance
Liability cover	\$20 million
Basic excess	\$300

#### How we settle your claim

We pay the visitor \$3,000.

We pay our lawyers \$500 to defend the claim on your behalf.

You don't need to pay us the basic excess – it doesn't apply to liability claims.

# Other information you need to know

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When you take out insurance with us, you need to know some other important things like the changes you can make to your policy, how we resolve a complaint and how we manage your personal information.

# Changes to your policy

This section describes the changes that you or we can make to your policy.

## Additional premium or refund less than \$15

When a change is made to your policy, you may need to pay us an additional premium or we may need to refund part of your premium.

If the additional premium we need to charge you is less than \$15, then we'll waive it — that is, you don't need to pay it. If the amount we need to refund is less than \$15, then we'll donate it to charity rather than refund it to you.

## Changes you can make

You may need to make a change to your policy or decide to cancel it.

To make a change to your policy or to cancel it:



Call  
132 132



Visit  
[nrma.com.au](http://nrma.com.au)



Visit an  
NRMA office

## You change your policy

You may want to make certain changes to your policy during the policy period. This may include increasing your Common contents sum insured.

An additional premium may apply to the change you request. If you don't pay any additional premium by its due date, we may remove the change from your policy or cancel your policy.

If we agree to make the change you request, we will:

- issue you with a current Certificate of Insurance
- refund any amount we owe you.

## You change your contact details

If you change your contact details – for example, your mailing or email address – then you must tell us straight away. If you don't, then we will consider that you received your policy documents (that we sent to your old address) even though you didn't.

We will continue to send your policy documents to your nominated mailing or email address until you tell us to update your contact details.

## You want to cancel your policy

You may decide to cancel your policy – for example, because you sell the entire building or you no longer want your policy.

If you tell us to cancel your policy and you:

- paid an annual premium, we will refund your unused premium after we deduct:
  - an amount that covers the period that you have been insured for, and
  - a cancellation fee of \$30 (plus GST and any other government charges that apply)
- pay your premium by monthly instalments, we will deduct:
  - any unpaid monthly instalments that are due, and
  - a cancellation fee of \$30 (plus GST and any other government charges that apply).

You authorise us to deduct the above amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

If you tell us to cancel your policy within the 21 day cooling-off period, we'll give you a full refund – see page 13.

## Changes we can make

We may need to cancel your policy or give you written notice about your policy.

## We cancel your policy

There may be circumstances when we need to cancel your policy. We will only do that if the law allows it.

If we cancel your policy, we will:

- give you notice, if required, and
- refund your unused premium after we deduct an amount that covers the period that you have been insured for.

However, if you're currently paying your premium by monthly instalments, then you must pay us any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

## **We give you notice**

We may need to give you notice or contact you about your policy – for example, to let you know that we won't be renewing your policy or that we're changing your policy conditions.

We will give you notice or contact you through one or more of these ways:

- give you notice in person
- contact you or give you written notice by fax or electronically – for example, see page 9 about 'Receiving your policy documents'
- post it to your last known mailing address
- send you an electronic link so you can access the notice, or
- contact you by telephone.



# How to resolve a complaint or dispute

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We want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of our complaint and dispute resolution procedures. To get more details:

Other information you need to know

- call 132 132
- visit an NRMA office
- visit [nrma.com.au](http://nrma.com.au)

## Step 1

### Talk to us first

The first thing you should do is talk to one of our Consultants about your concerns. Call us on 132 132. The Consultant may be able to resolve the complaint for you. If not, they will refer you to, or you may request to speak to a Manager.

The Consultant or Manager will attempt to respond to your complaint as soon as possible. If they require more information they will aim to respond within 15 business days of receipt of your complaint.

## Step 2

### Contact Customer Relations

If the Manager cannot resolve your complaint, you may request the matter be referred to our Customer Relations area or you can choose to contact them by phoning or writing to:

Free Call: 1800 045 517

Free Fax: 1800 649 290

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Mail: Customer Relations  
Reply Paid 62759  
Sydney NSW 2000  
Free post (no stamp required)

Customer Relations will treat your complaint as a dispute and assign one of our staff members to conduct an independent review of the matter. Customer Relations will contact you with a decision usually within 15 business days of receiving your dispute.

## Step 3

### Seek an external review of the decision

If you are unhappy with the decision made by Customer Relations, or if your complaint or dispute remains unresolved after 45 days, you may wish to seek an external review. Customer Relations will provide you with information on external review options, such as referring you to the Australian Financial Complaints Authority (AFCA). AFCA is contactable on 1800 931 678 (free call).

# Privacy of your personal information

We value the privacy of personal information we collect about you.

We collect your personal information directly from you and through others including those listed in our Privacy Policy, such as our related entities, agents and distributors.

## How we use your personal information

We and the parties listed in our Privacy Policy will use your personal information for the purposes it was collected for. Those purposes usually include to provide you with assistance, a product or service you requested and to deal with claims.

Your personal information may also be used for other purposes that are set out in our Privacy Policy. You may choose to not give us your personal information. However, not giving us your personal information may affect our ability to provide you with a product or service, including processing a claim.

## Further information

We may disclose your personal information to:

- our related entities
- our service providers – which includes some service providers that may be based overseas, and
- other parties as set out in our Privacy Policy.

Our Privacy Policy provides more information about how we collect, from whom we collect and how we hold, use and disclose your personal information. Our Privacy Policy also provides information about how you can:

- access your personal information
- ask us to correct your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how we will deal with your complaint.

To get a free copy of our Privacy Policy:



Visit  
[nrma.com.au](http://nrma.com.au)



Call  
132 132



Visit an  
NRMA office

## Your consent

You agree to us collecting, holding, using and disclosing your personal information as set out in our Privacy Policy when you:

- provide us with your personal information, and
- apply for, use or renew any of our products or services.

# General Insurance Code of Practice

We support and comply with the General Insurance Code of Practice.

You can get a copy of the Code from the Insurance Council of Australia by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au)



Other  
information you  
need to know

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## Helpline 132 900

If you are an owner who lives in the building, our Helpline telephone service provides you with help and advice 24 hours a day, 7 days a week.

### Help at the building

We can help you over the phone with maintenance or repair problems by:

- arranging for a qualified trades person to give you expert advice and assistance over the phone
- arranging for a reliable trades person to give an estimate of the likely repair costs.

### Travel help

If you are away from the building in Australia we will arrange access to a phone service which gives assistance with:

- travel advice and directions
- booking accommodation or making changes to your travel arrangements
- organising the transfer of your funds or clothing in the event of an emergency
- cancellation of credit and account access cards
- reissuing lost or stolen tickets
- emergency messages.

## **Help with illness or injury**

If you suffer an illness or are injured while you are away from the building in Australia, we will:

- arrange for you to talk to a trained nurse or doctor, by phone, who may:
  - refer you to a local doctor or medical facility
  - monitor medical treatment while in hospital
  - communicate with relatives or friends on behalf of the ill or injured person
  - arrange and pay, is up to \$1,000 for trauma counselling, if we agree it is required.

## **Not covered**

- any fees, charges or costs, except for trauma counselling, is up to \$1,000.

# Definitions

The following words have special meaning.

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<b>actions of the sea</b>	include: <ul style="list-style-type: none"><li>• waves</li><li>• normal movement or changes in sea levels (including high tides and king tides)</li></ul> unless caused by storm surge.
<b>building</b>	means the building(s) at the site subject to a strata scheme registered under the Strata Schemes Management Act 1996 (NSW), and used exclusively for domestic purposes, including: <ul style="list-style-type: none"><li>• any fixtures including built-in furniture and kitchen cupboards</li><li>• building improvements at the site</li></ul> The insured building is shown on your current Certificate of Insurance.
<b>Building sum insured</b>	is the amount of insurance you choose for the building. This amount is shown on your current Certificate of Insurance.
<b>common contents</b>	are those items in the common areas of the site that are not permanently attached or fixed to the structure of the building that you: <ul style="list-style-type: none"><li>• own, or</li><li>• are legally responsible for.</li></ul>
<b>Common contents sum insured</b>	is the amount of insurance you choose for the common contents. The amount is shown on your current Certificate of Insurance.
<b>excess</b>	is the amount you pay when you make a claim on your policy. The amount and types of excesses that apply to your policy are shown on your current Certificate of Insurance.
<b>fixtures</b>	are any items that are permanently attached or fixed to the structure of your building that can't be removed without causing damage to the building.
<b>flood</b>	means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"><li>(a) a lake (whether or not it has been altered or modified);</li><li>(b) a river (whether or not it has been altered or modified);</li><li>(c) a creek (whether or not it has been altered or modified);</li><li>(d) another natural watercourse (whether or not it has been altered or modified);</li><li>(e) a reservoir;</li><li>(f) a canal;</li><li>(g) a dam.</li></ul>

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<b>fusion</b>	is the burning out of an electric motor or its wiring as a result of the electric current in it.
<b>incident</b>	is a single occurrence, or a series of occurrences arising out of the one event.
<b>owners' corporation</b>	means the owners of the strata plan registered under the Strata Schemes Management Act 1996 (NSW).
<b>policy period</b>	is the period shown on your current Certificate of Insurance.
<b>premium</b>	is the total amount you pay for your Strata Title Insurance that includes applicable government taxes such as GST, duties or charges payable by you. It is shown on your current Certificate of Insurance. If you pay by monthly instalments, the premium means the total of the instalments you must pay for the full policy period.
<b>rainwater run-off</b>	water that flows over the ground, or backs-up, as a result of a storm, that is not a flood.
<b>set</b>	is a pair or group of items that belong together, are similar in appearance and are related by a common size, shape, colour, pattern or material.
<b>site</b>	is the land where the building is located and the yard or garden surrounding it that you use only for domestic residential purposes, at the address shown on your current Certificate of Insurance. The site includes any land or other area that touches your site and for which any statutory authority has made you responsible, but it does not include the nature strip outside the building.
<b>Storm</b>	<ul style="list-style-type: none"> <li>• rain, thunderstorm, hail, snow</li> <li>• violent wind, cyclone, tornado.</li> </ul>
<b>Storm surge</b>	is an increase in sea level that occurs because of an intense storm or cyclone and associated waves.
<b>us, we and our</b>	is Insurance Australia Limited trading as NRMA Insurance.
<b>you</b>	means the owners' corporation named as the insured on your current Certificate of Insurance.





## CONTACT

ENQUIRIES AND NEW BUSINESS **132 132**

CLAIMS **131 123**

HELPLINE **132 900**

REPORT INSURANCE FRAUD **1800 237 283**

**[NRMA.COM.AU](https://www.nrma.com.au)**

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