

Strata Title Insurance

Product disclosure statement
and policy booklet



NSW

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the difference*



Thank you for choosing NRMA Insurance.

NRMA Insurance has been insuring Australians for over 85 years. And that's the difference we offer you – experience. It's this experience that helps us provide you with great customer service as well as quality cover to protect the things you value.

Plus, when you need us, we provide 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 insurance policy. If you have any questions, or if there's anything we can help with, get in touch today.

 **132 132**

 **Visit your local office**

STRATA TITLE INSURANCE

SUPPLEMENTARY
PRODUCT DISCLOSURE STATEMENT



This Supplementary Product Disclosure Statement (Supplementary PDS), updates and should be read with the Strata Title Insurance Product Disclosure Statement and Policy Booklet (PDS) Edition 1. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance contract with us.

SUPPLEMENTARY PDS 1.5

This Supplementary PDS Edition 1.5 updates and replaces Editions 1.1, 1.2, 1.3 and 1.4.

It will apply to policies with a commencement date or renewal date on or after 4 March 2016.

To check the terms and conditions of an insurance contract which commenced prior to 4 March 2016, please refer to SPDS Editions 1.1, 1.2, 1.3 and 1.4 together with your Certificate of Insurance and PDS.

FLOOD COVER

The policy provides cover for loss or damage caused by flood. For example, heavy or sustained rainfall upriver causes a river or creek near you to overflow. The wording described below is inserted in Section 1 of the PDS – What you are covered for.

Flood

If the building or common contents suffer loss or damage caused by:

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

‘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.

If we have identified that your building is prone to flooding, then:

- we need to charge you a higher premium, or
- you can choose to vary your policy by removing flood cover.

We will tell you if you are eligible to remove flood cover on your current Certificate of Insurance.

we will under the building sum insured

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

we will under the common contents sum insured

- replace or repair the damaged common contents.

however we will not cover

- 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

- swimming pool/spa covers that are more than 5 years old
- loss or damage caused by storm surge unless it takes place at the same time as a flood which causes the same loss or damage to your building or common contents – see page 50 of the PDS for the storm surge definition
- loss or damage caused by flood, if your current Certificate of Insurance shows that you have chosen to remove flood cover.

LIABILITY COVER (PAGE 10)

The amount we pay for liability cover on page 10 of the PDS has increased from \$10 million to \$20 million. The most we will pay for any one incident, including legal costs, is \$20 million (inclusive of GST).

STORM (PAGE 11)

We have made some changes to what we cover for storm damage.

The wording outlined under ‘Storm’ on page 11 of the PDS is deleted and replaced by the following wording:

If the building or common contents suffer loss or damage caused by

- a violent wind, cyclone or tornado
- a thunderstorm, hail, rain or snow
- a sudden, excessive run-off of water as a direct result of a storm in your local area
- landslide or subsidence that happens immediately as a direct result of a storm.

we will under the building sum insured

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

we will under the common contents sum insured

- replace or repair the damaged common contents.

however

- we will not cover loss or damage caused by flood – for details of flood cover see under ‘Flood’ in this Supplementary PDS
- we will not cover 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
 - swimming pool/spa covers that are more than 5 years old
- we will not cover loss or damage caused by water which enters the building through any tarpaulins or fixings set up while you’re renovating or altering your building.

WHAT YOU ARE NOT COVERED FOR – GENERAL EXCLUSIONS (PAGE 22)

We have made some changes to the ‘we will NOT cover’ wording on page 22 of the PDS.

As ‘Flood’ is now covered by this policy, it is no longer a general exclusion. This exclusion has been deleted from page 22 of the PDS.

The following exclusion where we will not cover loss, damage, injury or death that occurs as a result of:

- subsidence or landslide unless it happens immediately following an earthquake or explosion

has been deleted and replaced with:

- landslide or subsidence unless it happens immediately following:
 - an earthquake or explosion
 - a storm or flood

GLOSSARY (PAGES 48 TO 50)

The definition of ‘flood’ on page 49 of the PDS is deleted and replaced by the following definition:

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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

HOW TO RESOLVE A COMPLAINT OR DISPUTE (PAGE 37)

The external dispute resolution scheme on page 37 of the PDS is now administered by the Financial Ombudsman Service Australia (FOS). Call 1800 367 287 or visit www.fos.org.au

CHANGE OR CANCEL YOUR POLICY (PAGES 31 TO 33)

We have increased the amount of cancellation fee applied when you cancel your policy from \$20 (plus GST) to \$30 (plus GST and Government charges).

Previously if you or we cancelled your policy and the amount of premium refund was less than \$2, then we’d donate it to charity. We’ve removed references to this from pages 31 and 32.

We have added the following wording on page 31:

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. However, if the amount we need to refund is less than \$15, then we’ll donate it to charity.

TAKING OUT INSURANCE (PAGE 33)

Your PDS is amended by the deletion of 'Your Duty of Disclosure - what you must tell us' on page 33 of the PDS.

RECOVERY AGAINST ANOTHER PARTY (PAGE 41)

Under the section 'Your responsibilities...we may' on page 41 of the PDS, we have deleted the 3rd bullet point and replaced it with the following wording:

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 recovery action we take, you agree we 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 then pay you 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 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 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 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 recovery action that you have commenced.

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Choose what you would like to do

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How this Strata Title Insurance policy works

Strata Title Insurance provides cover for loss or damage to the building or common contents, or both.

This policy provides cover for

- ▶ incidents listed on pages 6 to 14
- ▶ the additional cover listed on pages 15 to 18 which applies when we pay a claim on the incidents listed on pages 6 to 14

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described in this Product Disclosure Statement (PDS) and Policy Booklet, plus any supplementary PDS as well as your current *Certificate of Insurance*. Together, they set out the terms and conditions that apply to your Strata Title Insurance contract. Read them carefully and store them in a safe place.

What this policy covers

Strata Title Insurance provides cover against loss or damage to the building and/or common contents.

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Animal damage

If the building or common contents suffer loss or damage caused by animals

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage caused by
 - vermin, rodents or insects
 - birds pecking, scratching or biting
 - domestic cats or dogs, *or*
 - any other animal kept at the site.

Earthquake

If the building or common contents suffer loss or damage caused by an earthquake or a landslide or subsidence that happens immediately as a result of an earthquake

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

Explosion

If the building or common contents suffer loss or damage caused by an explosion or a landslide or subsidence that happens immediately as a result of an explosion

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ there must be physical evidence of the explosion
- ▶ we will not pay to repair or replace the item that exploded.

Fire

If the building or common contents suffer loss or damage caused by fire

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage as a result of fire started with the intention of causing damage by persons
 - who live in the building, *or*
 - who have entered the building or site with your consent, or the consent of a person who lives in the building
- ▶ we will NOT cover loss or damage as a result of scorching or melting
 - where there was no flame, *or*
 - where the building/common contents did not catch fire
- ▶ we will NOT cover loss or damage to any heat or fire-resistant item if it self-combusts.

Glass, ceramic and sanitary fixtures – unintentional breakages

If there is a fracture that extends through the entire thickness of any

- fixed glass in a window, door, sky-light, shower screen, balcony or pool fence, permanent light fixture, solar heating panel or fixed glass panel
- ceramic cooktop or oven door
- vitreous china or acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary fixtures

we will under the building sum insured

- ▶ replace or repair the item

however

- ▶ we will NOT cover
 - any breakage as a result of the direct application of heat
 - glass in a greenhouse or glasshouse
 - water or sewerage pipes, *or*
 - items that are already damaged.

If there is a fracture that extends through the entire thickness of any fixed glass in

- furniture
- a light fitting
- a mirror or picture

we will under the common contents sum insured

- ▶ replace or repair the glass
- ▶ replace or repair the damaged frame of a mirror or picture if it is also damaged by the incident

however

- ▶ we will NOT cover glass that was already damaged
- ▶ we will NOT cover glass that is in
 - a television set, radio or visual display unit
 - computer equipment or a scanner, *or*
 - any item outside the walls of the building, *unless* it is fixed glass in outdoor furniture.

Impact damage – from falling, flying or moving objects

If the building or common contents suffer loss or damage caused by the impact of

- an external aerial, mast, flagpole or satellite dish
- an aircraft, vehicle or watercraft
- debris from space, or an aircraft, rocket or satellite
- a branch or tree

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage caused by tree cutting, felling or lopping a tree on the site.

If we agree it is necessary to cut down the tree on your property that caused the damage, then

we will under the building sum insured

- ▶ pay the cost of cutting down and removing the tree
- ▶ treat the stump so it will not grow again

however

- ▶ we will NOT pay to remove the stump
- ▶ we will NOT pay the cost of cutting down or removing the tree if it has not caused any damage to the building or common contents.

Liability cover

If an incident occurs during the term of your Policy which causes

- death or bodily injury to other people, or
- loss or damage to other people's property

we will

- ▶ pay up to \$10 million (inclusive of GST)
- ▶ cover you for amounts which you become legally liable to pay as compensation for claims arising from an incident which occurs during the term of your Policy
 - in the building or on the site for which you are responsible as owner of the building or site
- ▶ cover legal costs when our lawyers act in connection with these claims

however

- ▶ the most we will pay in relation to any one incident is \$10 million (inclusive of GST)
 - any legal costs we pay in relation to a liability claim are over and above the \$10 million (inclusive of GST).

To check what this Policy does not cover see What you are not covered for, pages 20 to 24

If someone is making a liability claim against you, see page 40

Lightning

If the building or common contents suffer loss or damage caused by lightning

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents.

Oil – leaking or escaping

If the building or common contents suffer loss or damage caused by oil leaking from a fixed heating system in the building or on the site

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT replace or repair the item that the oil leaked or escaped from
- ▶ we will NOT pay to locate the cause of damage unless we have agreed to the costs beforehand.

Riots, civil commotion, industrial or political disturbances

If the building or common contents suffer loss or damage caused by any riot, civil commotion, or industrial or political disturbance

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage after the first consecutive 72 hours of a riot, commotion or disturbance being declared.

Storm

If the building or common contents suffer loss or damage caused by

- a violent wind, cyclone or tornado
- thunderstorm or hail which may be accompanied by rain or snow, or
- a sudden, excessive run-off of water as a direct result of a storm in your local area

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged
- ▶ rebuild or repair that part of any gate, fence or free-standing wall that was damaged by wind, *unless*
 - they were not kept in good order and repair, that is, they were not structurally sound or well maintained

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage caused by flood

however under the building sum insured

- ▶ we will NOT cover loss or damage caused by storm to retaining walls, *or* when water enters through an opening that was not created by the storm.

Theft or attempted theft

If the building or common contents suffer loss or damage caused by theft or attempted theft

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage as a result of theft or attempted theft by persons who
 - live in the building, *or*
 - have entered the building or site with the consent of a person who lives in the building.

Vandalism or a malicious act

If the building or common contents suffer loss or damage caused by vandalism or a malicious act

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage as a result of vandalism or a malicious act by persons who
 - live in the building, *or*
 - have entered the building or site with your consent or the consent of a person who lives in the building.

Voluntary Workers – Death and injury benefits

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

we will pay the voluntary worker

- ▶ \$40,000 for the following specific injuries
 - death
 - quadraplegia
 - 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

however

- ▶ we will NOT cover any
 - amount payable under a Medicare benefit or any other registered health benefits organisation
 - 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)
 - claim for injury arising from suicide, self-inflicted injury or any attempted suicide or self-inflicted injury
 - claim for injury because the voluntary worker was under the influence of alcohol or any drug
- ▶ for loss of earnings we will NOT cover any
 - voluntary worker who was not earning a wage at the time of the incident
 - loss of earnings to the voluntary worker during any period where they are entitled to receive any sick pay or workers compensation benefit even if they do not claim it.

The most we will pay for voluntary workers is \$40,000 (inclusive of GST) in one policy year

Water – leaking or escaping

If the building or common contents suffer loss or damage caused by water leaking or escaping from

- pipes
- road gutters or kerbing
- building gutters or drainpipes
- baths, sinks, toilets, basins or any other fixed plumbing apparatus
- washing machines, dishwashers
- refrigerators, heating or cooling systems with a water dispenser

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover loss or damage caused by water leaking or escaping from any:
 - shower recess or shower base
 - stormwater channel or canal
 - stormwater pipe off the site, or
 - inadequate draining systems
- ▶ we will NOT repair or replace the item that the water leaked or escaped from
- ▶ we will NOT pay to locate the cause of damage unless we have agreed to the costs beforehand.

Demolishing and removing debris, Fees arising from rebuilding

If as a result of an incident described on pages 6 to 14 you need to

- demolish and remove the debris
- pay for fees arising from rebuilding

we will under the building sum insured

- ▶ pay the reasonable costs of
 - demolishing and removing debris from the building
 - employing an architect, engineer or surveyor in connection with rebuilding or repairing your home
 - meeting the requirements of a statutory authority

however

- ▶ you must advise us and we must agree to pay the costs before they are incurred
- ▶ the costs must relate directly to the part of the building that suffered the loss or damage
- ▶ 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.

Electrical components – reconnection

If an electrical appliance is damaged in an incident described on page 8 under *Glass, ceramic and sanitary fixtures – unintentional breakages*, and we have agreed to pay your claim

we will under the building sum insured, or under the common contents sum insured

- ▶ pay the reasonable cost of reconnecting any electrical components to the damaged item.

Landlords – loss of rent

If any owner is a landlord and as a result of an incident described on pages 6 to 14 their tenants cannot live in their rental property while it is being repaired or rebuilt, and we have agreed to pay your claim

we will

- ▶ pay the rent any owner loses
this payment is over and above the building sum insured

however

- ▶ we will only pay
 - if we agree their tenants cannot live in the building
 - rent for up to 12 months, or the rent any owner loses during a reasonable time taken to rebuild or repair the building, whichever is the smaller amount.

Locating the cause of damage

If as a result of an incident described on pages 6 to 14 you need to

- locate the cause of damage

we will under the building sum insured

- ▶ pay up to \$5,000 to
 - locate the cause of any damage if it is not known

however

- ▶ you must advise us and we must agree to pay the costs before they are incurred
- ▶ the costs must relate directly to the part of the building that suffered the loss or damage
- ▶ 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.

Renovating or altering the building

If the building or common contents suffer loss or damage as a result of an incident described on pages 6 to 14 while you are renovating or altering the building, and we have agreed to pay your claim

we will under the building sum insured

- ▶ rebuild or repair that part of the building that was damaged

we will under the common contents sum insured

- ▶ replace or repair the damaged common contents

however

- ▶ we will NOT cover
 - 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 other people's property
 that arises out of renovations or alterations to the building costing \$50,000 or more (inclusive of GST).

Temporary accommodation – owners that cannot live in their part of the building

If any owner lives in the building permanently but as a result of an incident described on pages 6 to 14 they cannot live in their part of the building, and we have agreed to pay your claim

we will

- ▶ pay for temporary accommodation that we agree is reasonable and appropriate for the owner, their family and their pets
- ▶ pay for any additional living expenses that we agree are appropriate
- ▶ pay for removing and storing the common contents of the building and then returning them to the building
- ▶ pay for removing and storing the owners' contents and then returning them to the building

we will pay these costs over and above the building sum insured

however

- ▶ we will only pay these costs
 - for up to 12 months from the time of the damage, or for the reasonable time it takes to rebuild or repair that part of the building that was damaged, whichever is shorter
 - if the owner lives in the building permanently
 - if we agree that the owner cannot live in their part of the building
 - if we agree to pay the costs beforehand.

Buildings – what we will cover

We cover 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

we will

- ▶ rebuild or repair that part of the building that was damaged as a result of an incident described on pages 6 to 14.

Your buildings are

- ▶ the building including any building improvements
- ▶ any outbuildings, walls, gates, fences, swimming pools, carports and garages
- ▶ fixed coverings to walls, floors and ceilings
- ▶ floating floors
- ▶ any permanent landscape features. *This does not include trees, shrubs, soil or any natural bushland*
- ▶ fixtures, including built-in furniture and kitchen cupboards.

See page 20 for buildings that we will not cover

Common contents – what we will cover

Common contents are any of the following items in common areas at the site which you own or for which you are legally responsible

we will

- ▶ repair or replace the common contents in the building or on the site that suffer loss or damage as a result of an incident on pages 6 to 14.

Items that we consider to be common contents are

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

See page 20 for items that we do not consider to be common contents

What you are not covered for – buildings that we will NOT cover

we will NOT cover

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

The building does not include

- ▶ owners' paint or wallpaper and temporary wall, floor or ceiling coverings.
- We do not 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.

See page 19 for items that we consider to be common contents

What you are not covered for – items that we do NOT consider to be common contents

we will NOT cover

- ▶ animals
- ▶ plants, trees or shrubs growing in the ground, grass, rocks, landscaping and soil on the site
- ▶ building materials or fixtures at your 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

Continued next column

we will NOT cover

- ▶ watercraft, sailboards, trailers, caravans, aircraft or aerial devices
- ▶ vehicles including
 - motor vehicles
 - motorcycles
 - 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.

What you are not covered for – circumstances we do not cover

There are certain circumstances when you will not have cover under your Policy

To check what your responsibilities are see Your 'Duty of Disclosure' on page 33 and Your responsibilities on page 41

General exclusions

These apply to all cover under your Strata Title Insurance policy.

See page 22 for details of the general exclusions

Liability cover exclusions

These apply to the liability cover under your Strata Title Insurance policy. These are in addition to the general exclusions.

See page 23 for details of the liability cover exclusions

Other exclusions

Even if the building or common contents suffer loss or damage caused by an incident listed on pages 6 to 14 there are some circumstances where you will not be covered. These are in addition to the general exclusions.

See pages 6 to 14 for details of listed incidents and when we do not cover them

Things that may put your claim or cover at risk

You may put your insurance claim or cover at risk if you do not meet your obligations to us.

See page 24 for a list of things that may put your claim or cover at risk

What you are not covered for – general exclusions

we will NOT cover

- ▶ loss, damage, injury or death that occurs as a result of
 - flood
 - wear, tear, rust, corrosion, deterioration or erosion
 - depreciation
 - the action of the sea, high water or tidal wave, *unless* the loss or damage is the result of a tsunami
 - storm surge – the increase in sea level that usually occurs with an intense storm or cyclone
 - atmospheric conditions or extreme temperature
 - vermin, rodents or insects
 - birds pecking, scratching or biting
 - subsidence or landslide unless it happens immediately following an earthquake or explosion
 - toxic mould
 - tree lopping or felling on the site
 - tree roots
 - radioactivity, or the use or escape of any nuclear fuel, material or waste

Continued next column

we will NOT cover

- ▶ loss, damage, injury or death that occurs as a result of
 - any war – whether it is formally declared or not – or hostilities or rebellion
 - the lawful seizure, confiscation, nationalisation, or requisition of your home or anything else covered by this Policy
 - faulty design or workmanship
 - pollutants or contaminants that discharge or escape
 - any act of terrorism that involves any biological, chemical, or nuclear pollution or contamination

Continued next column

we will NOT cover

- ▶ fusion of electric motors
- ▶ goods kept for sale or distribution or on display, exhibition or consignment
- ▶ loss or damage intentionally caused by you or a person acting with your consent
- ▶ mechanical, structural or electrical failure of an item
- ▶ the use of any lift, hoist, elevator, escalator or inclinator
- ▶ the building or common contents where a special condition has been imposed on your Policy that excludes or restricts cover.

What you are not covered for – liability cover exclusions

we will NOT cover

- ▶ you if
 - the incident that occurred was not during the term of your Policy
 - liability arises only because you have agreed to accept liability for the claim
 - liability arises from death or bodily injury to any person employed by you under a contract of service, *and* you are required by law to hold compulsory workers compensation insurance to cover that liability

Continued next column

we will NOT cover

- ▶ you if liability arises or results from
 - any intentional act or omission by you or a person acting with your consent
 - any act or omission by you or a person acting with your consent which demonstrates 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, unless the only income received by owners is rental income from renting the building or any part of the building for domestic purposes

Continued next column

we will NOT cover

- ▶ you if liability arises or results from
 - using or owning a vehicle, aircraft or watercraft
 - erosion, subsidence or landslide
 - tree lopping or tree felling on the site
 - tree roots
 - the building or the site being used for the purpose of farming
 - the presence of asbestos in the building or on the site
 - building work being carried out by you at the building or at the site and the value of the building work is \$50,000 or more
- ▶ 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.

Things that may put your claim or cover at risk

You may put your insurance claim or cover at risk if you do not meet your obligations to us. We may refuse a claim, cancel your Policy, or do both

if you

- ▶ are not truthful and frank in any statement you make in a claim or in connection with a claim
- ▶ do not take all reasonable care to protect the building and common contents against loss or damage
- ▶ do not maintain the building in good repair and condition. This means the building must be watertight, structurally sound, secure and well-maintained
- ▶ make admissions, settle or attempt to settle or defend any claims without our agreement. Only we have the right to make admissions, settle claims and defend you
- ▶ do not give us prior written 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

Continued next column

if you

- ▶ do not immediately make a report to the police when you suspect or should have suspected that
 - something has been stolen from the building or site
 - someone has acted maliciously or vandalised the building, the site or something in it, *or*
 - an attempt has been made to do either of these things
- ▶ illegally keep explosives, flammable or combustible substances or liquids in the building or on the site
- ▶ leave the entire building unoccupied for 60 consecutive days or more and do not maintain it in a lived-in state by
 - keeping the lawns mowed and garden tidy
 - stopping regular mail and newspaper deliveries, *and*
 - organising someone to check inside and outside the building at least once a week
- ▶ cannot provide us with proof of loss and ownership for any claimed item.

Helpline 132 900

– 24 Hour assistance

Helpline is a telephone service that provides assistance and advice 24 hours a day, 7 days a week.

You need to contact us **BEFORE** using any of the services or benefits that Helpline offers.

Help at your home

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

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

Travel help

If you are away from home 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.

Continued next column

Help with illness or injury

If you suffer an illness or are injured while you are away from home 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 up to \$1,000 (inclusive of GST) for trauma counselling, if we agree it is required

however

we do not cover

- ▶ any fees, charges or costs, except for trauma counselling up to \$1,000 (inclusive of GST).

Taking out insurance

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Calculating the building sum insured

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.

Check that you have the cover you need by making sure the sum insured reflects the current replacement value of the building, at today's prices.

You can adjust your sum insured at any time during the year.

1 Do NOT 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 property. Do not include it in your calculations.

Go to 2

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.

Go to 3

3 Add the building surrounds

- ▶ The building's value includes all 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.

Go to 4

4 Add any luxury fixtures

- ▶ Include the cost of repairing or replacing any luxury fixtures such as gold taps, granite or marble benchtops and floors.

Go to 5

5 Include other costs associated with rebuilding or repairing

- ▶ 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.

Go to 6

6 Calculate your total sum insured

- ▶ Add all the items together to arrive at the building sum insured.

The building sum insured will be shown on your Certificate of Insurance

Calculating your common contents sum insured

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

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

You can adjust your sum insured at any time during the year.

See pages 19 and 20 for details of what we consider and what we do not consider to be common contents

How we work out your premium

Your premium is based on 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.

We calculate your premium using

- ▶ the following risk or rating factors
 - the address of the building
 - the sum insured

You can reduce your premium by

- ▶ paying annually instead of in monthly instalments

however, the total cost will also include

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

See your current Certificate of Insurance for the total amount

Paying your premium – annually or monthly

You can pay your premium

- annually – in one lump sum by cash, cheque, credit card, BPAY or EFTPOS
- by monthly instalments by direct debit from your credit card or bank, credit union or building society account. The option to pay your premium by monthly instalments may not always be offered to you.

The total of your monthly payments may be more than if you had paid annually

When you pay your premium

▶ annually – and your annual payment is dishonoured or not received by the due date noted on your current *Certificate of Insurance*

▶ by monthly instalments – and you are paying your premium for the first time

- ▶ by monthly instalments – and the very first monthly instalment
- is dishonoured on its due date, *or*
 - is rejected on its due date, *or*
 - is otherwise unable to be deducted by us from the nominated credit card or account on its due date, *or*
 - is not received by the due date noted on your current *Certificate of Insurance*

then

▶ this Policy will not operate and you will not be covered if you make a claim.

▶ we will deduct the first 2 monthly instalments on the first due date specified in your current *Certificate of Insurance*. We regard this payment as the very first monthly instalment and then all other monthly instalments will be deducted on the remaining due dates specified in your current *Certificate of Insurance*. These are the due dates for each instalment. If a date specified in your current *Certificate of Insurance* is not a business day we will deduct the relevant instalment on the next business day.

▶ this Policy will not operate and you will not be covered if you make a claim.

*continued***Paying your premium –
annually or monthly****When you pay your premium**

- ▶ by monthly instalments – and you are renewing your Policy

then

- ▶ we will deduct the first monthly instalment on the first due date specified in your current *Certificate of Insurance* and then all other monthly instalments will be deducted on the remaining due dates specified in your current *Certificate of Insurance*. These are the due dates for each instalment. If a date specified in your current *Certificate of Insurance* is not a business day we will deduct the relevant instalment on the next business day.

- ▶ by monthly instalments and any instalment other than the very first monthly instalment
 - is dishonoured on its due date, *or*
 - is rejected on its due date, *or*
 - is otherwise unable to be deducted by us from the nominated credit card or account on its due date, *or*
 - is not received by the due date noted on your current *Certificate of Insurance*

- ▶ if the monthly instalment remains unpaid for 14 days or more after its due date we will refuse a claim for incidents that occur 14 days or more after the due date
- ▶ if the monthly instalment remains unpaid for 1 month after its due date we will cancel your Policy from midnight on the last day of that 1 month period.

- ▶ by monthly instalments – and the account or credit card details nominated by you change or you wish to change them

- ▶ you must contact us at least 2 business days before your next monthly instalment is due to update those details.

21 day cooling-off period

You have a cooling-off period that allows you to cancel your Policy within 21 days of it being issued. You can do this by notifying us within 21 days of your Policy being issued.

if you do, we will

- ▶ give you a full refund of the premium you have paid

however

- ▶ your cooling-off right does not apply once you make a claim under your Policy.

You want to make changes to your Policy

If you want to change your Policy or any details of a proposed contract

we will

- ▶ make the change if we agree

however

- ▶ you need to contact us first
- ▶ you need to pay us any additional premium we ask for
- ▶ we need to issue you with another current *Certificate of Insurance*.

You want to cancel your Policy

If you want to cancel your Policy with us

we will

- ▶ deduct an amount from the premium you paid that covers
 - the period that you have been insured for, *and*
 - a \$20 cancellation fee, *and*
 - any relevant government charges that may apply in your state
- ▶ then pay you what is left of the premium

however

- ▶ you must contact us first
- ▶ if the amount of premium refund is less than \$2.00 we will donate it to charity, unless you tell us to pay it to you
- ▶ if you are paying your premium by monthly instalments, you must pay us any unpaid monthly instalments due and our cancellation costs. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

We want to cancel your Policy

If we want to cancel your Policy, for a reason other than non-payment of a monthly instalment

we will

- ▶ provide you with written notice
Details of how we give you written notice are in the section below on this page
- ▶ refund your unused premium after deducting an amount that covers the period that you have been insured for

however

- ▶ if the amount of premium refund is less than \$2.00 we will donate it to charity, unless you tell us to pay it to you
- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

We want to give you written notice

If we need to provide you with any written notice

we will

- ▶ deliver it personally, *or*
- ▶ send it to your last known address, *or*
- ▶ deliver it by fax or electronically where it is permitted by law.

When you are required to provide prior written notification

you must tell us if you

- ▶ demolish the building
- ▶ conduct building work leaving only the shell of the building intact
- ▶ build a new building on the site

otherwise

- ▶ we may refuse a claim, cancel your Policy, or do both.

To check what this Policy does not cover see What you are not covered for, pages 20 to 24

Special conditions

we may

- ▶ impose special condition(s) on your Policy that may exclude, restrict or extend cover for a
 - specified matter(s), *or*
 - person(s)

if we do this

- ▶ the special conditions will be noted on your current *Certificate of Insurance* under the heading Special Condition(s)
- ▶ this may also impact on your premium, excess or result in a special excess being imposed.

Your Duty of Disclosure – what you must tell us

When you take out or renew a policy with us you have an obligation to answer our questions truthfully, and provide us with any information that could reasonably affect our decision to insure you. This is called your **Duty of Disclosure**.

When you answer our questions

- ▶ we will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms
- ▶ you must answer honestly
- ▶ you are answering for yourself and for anyone else that you want to be covered by the policy
- ▶ you have a responsibility to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to our questions

however

- ▶ if you do not answer our questions in this way
 - we may reduce a claim,
 - refuse to pay a claim, *or*
 - cancel the policy
- ▶ if you answer our questions fraudulently
 - we may refuse to pay a claim and treat the policy as never having been in place.

The General Insurance Code of Practice

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

The objectives of the Code are

- ▶ to promote better, more informed relations between insurers and their customers
- ▶ to improve consumer confidence in the general insurance industry
- ▶ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, *and*
- ▶ to commit insurers and the professionals they rely upon to higher standards of customer service.

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Privacy of your personal information

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting and using your information
 - to consider your insurance application and any subsequent application for insurance
 - to underwrite and price any policy issued by us or our related entities
 - to issue you with a policy
 - to administer the policy
 - to investigate, assess and pay any claim made by or against you
- ▶ and for these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to
 - our related entities
 - our distributors
 - NRMA Motoring & Services* (NSW/ACT customers only)
 - other insurers
 - insurance reference bureaux
 - law enforcement agencies

Continued next column

- suppliers retained by us to supply you with goods or services
- any credit provider that has security over your property
- investigators and recovery agents
- lawyers
- assessors
- repairers
- advisers, *and/or*
- the agent of any of these.

When you provide personal information to us about another person

- ▶ you must be authorised to do so, *and*
- ▶ you must inform that person, *unless* informing them would pose a serious threat to the life or health of any individual
 - who we are,
 - how we use and disclose their information, *and*
 - that they can gain access to that information.

**NRMA Motoring & Services is the trading name of National Roads and Motorists' Association Limited ABN 77 000 010 506, a separate and unrelated company.*

Privacy of your personal information – marketing purposes

Your personal information helps us to provide you with a range of leading insurance products and services.

We may also use your personal information to offer you additional products and services.

How we handle your personal information is explained in our Privacy Charter.

When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting and using your personal information on a confidential basis to
 - contact you for market research
 - provide you with information and offers about products and services we offer
 - provide you with information and offers about products and services offered by NRMA Motoring & Services* and its related entities (NSW/ACT customers only), our related entities and by other organisations and to any agent of these that we promote.
- ▶ you acknowledge and consent to us disclosing your personal information on a confidential basis for these marketing purposes to
 - our related entities
 - NRMA Motoring & Services* and its related entities (NSW/ACT customers only)
 - the agent of any of these

however

- ▶ you must inform us if you do not want your personal information disclosed or used for these marketing purposes.

See back cover for contact details

**NRMA Motoring & Services is the trading name of National Roads and Motorists' Association Limited ABN 77 000 010 506, a separate and unrelated company.*

Privacy of your personal information – our Privacy Charter

How we handle your personal information is explained in our Privacy Charter.

Our Privacy Charter includes information on

- ▶ how to contact us regarding information on privacy
- ▶ how to change, cancel or re-activate your marketing consent
- ▶ how to access your personal information.

To get a copy of our Privacy Charter

- ▶ visit our website to view a copy, or pick up a copy at any of our offices.

See back cover for contact details

How to resolve a complaint or dispute

1 Talk to us first

- ▶ If you have a complaint, the first thing you should do is speak to one of our staff.
- ▶ If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See back cover for contact details

- ▶ If the staff member or claims officer is unable to resolve the matter for you, you may speak to a manager.

If you are not satisfied with our response you can go to step 2

2 Seek a review

- ▶ If the matter is still not resolved the manager will refer you to the relevant dispute handling department or area which will conduct a review of your dispute.

If you are still not satisfied with our response to your dispute you can go to step 3

3 Seek an external review

- ▶ You are entitled to seek an external review of our decision. We will provide you with information about option(s) available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Insurance Ombudsman Service Limited (IOS).

Further information about our complaint and dispute resolution procedures is available by contacting us.

See back cover for details.

Claims

Making a claim

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How to make a claim

If the building or common contents suffer loss or damage call us immediately, 24 hours a day, 7 days a week.

See back cover for contact details

we may

- ▶ ask you a series of questions or ask you for detailed written information
- ▶ give you immediate advice and assistance with your claim
- ▶ organise help through our preferred repairers and suppliers
- ▶ appoint a case manager who will help you through the process
- ▶ tell you if you need to pay an excess and how to pay it

To find out what your excess is see your current Certificate of Insurance

however

- ▶ you may wish to check that your Policy covers you for your claim before calling us.

To check what this Policy covers see pages 4 to 5 of this Product Disclosure Statement and also check your current Certificate of Insurance.

To check what this Policy does not cover see What you are not covered for pages 20 to 24

What you must tell us

We need information from you before we can process your claim.

you must

- ▶ promptly pass on all information about the claim to us
 - remember that a claim made by any one of the persons named as the insured is a claim made by all of them
- ▶ pass on any additional information that we request

otherwise

- ▶ we will be unable to process your claim.

Proof of loss and ownership

When you make a claim you need to provide us with proof of loss and ownership

you may need to

- ▶ provide proof of ownership for any claimed item
- ▶ produce receipts, valuations, model and serial numbers
- ▶ provide proof of the value of the items being claimed

otherwise

- ▶ we may not pay you for the item.

Reporting a theft or attempted theft, vandalism or malicious act to the police

you must

- ▶ immediately report to the police any theft or attempted theft, vandalism or malicious act and keep the incident report number they give you

otherwise

- ▶ we may not pay you.
For descriptions of theft and attempted theft, see page 12
For descriptions of vandalism and malicious act, see page 12

Inspections and quotes

When you make a claim

we may

- ▶ need to inspect the building or common contents before we can make a decision about your claim
- ▶ require a quotation from a repairer or supplier we nominate

however

- ▶ in some instances we may need more than one quote and require you to provide additional quotations from different repairers or suppliers.

If someone makes a liability claim against you

you must

- ▶ let us know immediately

DO NOT

- ▶ attempt to settle the claim without our permission, or make any admissions to anyone about the incidents, otherwise we may not pay the claim.
See page 10 for liability cover

If you are in a business

If you are in a business registered or required to be registered for GST purposes, and you want to make a claim

we require

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

if we do require a percentage of input tax credit, then

- ▶ if you were to incur the cost claimed we will reduce any amount we pay under a claim by 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 in relation to a sum insured or limit of cover will be considered to be made in full even if the amount we pay has been reduced as described above.

Your responsibilities

You have a responsibility to co-operate fully with us, even if we have already paid your claim

you must

- ▶ provide us with all the information, documents and help we need to deal with your claim
- ▶ immediately send us any letters, notices or court documents that you receive about any incident which has resulted or could result in a claim against you
 - otherwise we may not be able to defend you against claims made by others for any incident

For a list of other things that may put your claim or cover at risk, see page 24

we may

- ▶ require you, or any person covered by your Policy to be interviewed by us
- ▶ require you, or any person covered by your Policy to give evidence in court
- ▶ attempt to recover the amount we have paid to you from someone else, if we find they are responsible for your loss or damage. If so, we will do this in your name
- ▶ defend you if it is alleged that you caused someone else loss, damage or injury.

What is an excess?

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

Excesses help to keep premiums affordable by reducing the amount of small claims that are made.

If you make a claim you must

- ▶ pay any excess to us, or to the repairer or supplier

however

- ▶ the type of excess you pay will depend on what you are claiming for
- ▶ you do not need to pay an excess for liability claims.

To find out each excess that applies to your Policy and the amount of the excess, see your current Certificate of Insurance

Basic excess

If you make a claim

you must

- ▶ pay a \$300 basic excess

unless

- ▶ you are making a liability claim
- ▶ you are making a claim for earthquake loss or damage, then you pay the earthquake excess

Earthquake excess

If you make a claim under the building sum insured for loss or damage as a result of an earthquake

you must

- ▶ pay a \$1,000 earthquake excess

Special excess

We may apply an excess for one of the incidents listed on pages 6 to 14.

you must

- ▶ pay this excess in addition to the basic excess

if we do this

- ▶ we will have informed you in writing beforehand.

To check how we notify you in writing, see page 32

Settling claims – building

If we agree to cover the claim under the building sum insured

we will choose to

- ▶ repair or rebuild that part of the building which sustained loss or damage, *or*
- ▶ pay you the cost to repair or rebuild it, whichever is smaller
- ▶ if we choose to pay you the cost to repair or rebuild the building, we will pay the builder directly unless we tell you otherwise

however

- ▶ if we choose to repair or rebuild the building, we can nominate the repairer, supplier or builder
- ▶ if we choose to pay you the cost to repair or rebuild the building, you may
 - rebuild or repair that part of the building that was damaged in any way you like
 - change materials, plans, specifications or size
 - change the site of the building

we will not cover any increase in costs that these changes may cause
- ▶ you must start repairing or rebuilding the building within six months from the date of the incident, *unless*
 - we have agreed to a longer period in writing
- ▶ we may cash-settle your claim if
 - you choose not to repair or rebuild the building
 - you do not start repairing or rebuilding the building within six months of the incident, or within any longer period we agreed to in writing
 - we choose to pay you the cost to repair or rebuild the building

the most we will pay is the building sum insured.

Settling claims – common contents

If we agree to cover the claim under the common contents sum insured

we will choose to

- ▶ repair an item, *or*
- ▶ replace an item with the same or similar type and quality, *or*
- ▶ pay you the cost to repair or replace the item, *or*
- ▶ provide you with store credit(s) to replace an item from one of our nominated suppliers, *or*
- ▶ pay you the sum insured or provide you with store credit(s) from one of our nominated suppliers to the value of the sum insured

however under common contents

- ▶ if we choose to
 - repair or replace an item, *or*
 - repair or replace an item with the same or similar type and quality, *or*
 - pay you the cost to repair or replace it, *or*
 - provide you with store credit(s) from one of our nominated suppliers to replace the item

we can nominate the repairer or supplier and the method of payment.

See your current Certificate of Insurance for the sum insured

Settling claims – when we pay the sum insured

If we decide to pay you the sum insured

we will

- ▶ pay you the building sum insured

and/or

- ▶ pay you the common contents sum insured

however if we pay you the building sum insured

- ▶ your Policy ends and no refund of your premium is owed to you
- ▶ if you are paying your premium by monthly instalments, we will deduct any outstanding instalments and charges incurred by us in cancelling your Policy by way of direct debit.

If the building was totally destroyed

we will

- ▶ continue liability cover as described on page 10 for six months from the date the building was destroyed

unless

- ▶ construction commences at the site, *or*
- ▶ you sell the land, *or*
- ▶ you take out a new Strata Title Insurance policy for the site.

Settling claims – carpet, vinyl or floorboards

If carpet, vinyl or floorboards in the building suffer loss or damage

we will

- ▶ only repair or replace the carpet, vinyl or floorboards in the part of the building where it occurred

however

- ▶ we will NOT pay for any adjoining rooms, or the entire building.

Settling claims – damaged property

If there is damaged property remaining after we settle a claim

we will

- ▶ ask you to give it to us, *or*
- ▶ let you keep it
 - if this happens, you are free to do whatever you like with it

however

- ▶ if we choose not to take possession of damaged property, you may not abandon it to us.

Settling claims – matching materials

If the repairs to the building require materials to be matched

we will

- ▶ attempt to return the building to its former state by matching building materials as far as reasonably possible

however

- ▶ we will only do this to that part of the building where the loss or damage occurred
- ▶ we will not pay for any additional costs of matching materials to create a uniform appearance.

Settling claims – 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

however

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

The most we will pay for voluntary workers is \$40,000 (inclusive of GST) in one policy year

For a description of Voluntary Workers cover see page 13

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

Glossary

Use this glossary to
find the meaning of words
and phrases in this booklet.

KEY

| | |
|----------|-----------------------|
| B | under Building |
| C | under Common contents |

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 any fixtures or home improvements at the site. The insured building is identified on your current *Certificate of Insurance*.

building improvements **B**

are any permanent additions in or around the building that add to the cost of rebuilding or repairing it, such as a garage, in-ground pool, above-ground pool when enclosed by decking, carport, pontoon, boat jetty and permanent landscaping features. *We do not consider soil or bushland to be building improvements.*

building replacement value **B**

is the amount it would cost to totally rebuild the building at today's prices and make all the building improvements on the site at today's prices.

building sum insured **B**

is the amount of insurance cover you purchased for the building. This sum is shown on your current *Certificate of Insurance*, and includes any GST.

certificate of insurance

your *Certificate of Insurance* is a document outlining the terms and conditions of your contract. Together with this Product Disclosure Statement and Policy Booklet (PDS), your current *Certificate of Insurance* forms your contract with us, but only after you have paid for your insurance and we have agreed to insure you. It should be stored in a safe place along with this PDS, as you will need it to make a claim, or as a reference next time you take out insurance.

common contents **C**

are those items in the common areas of the site which you own or for which you are legally responsible that are not permanently attached or fixed to the structure of the building.

common contents replacement value **C**

is the amount it would cost to replace all your common contents at today's prices.

common contents sum insured **C**

is the amount of insurance cover you purchased for the common contents. This sum is shown on your current *Certificate of Insurance*, and includes any GST.

contract

Your Strata Title Insurance policy is a contract between you and us which provides you with insurance cover in exchange for a premium. That contract is made up of two documents

- this Product Disclosure Statement and Policy Booklet, *and*
- your current *Certificate of Insurance*.

endorsement

is a document that records an alteration to the terms and conditions of your Policy. If your Policy is endorsed it is shown on your current *Certificate of Insurance*.

excess

is the amount you pay when you make a claim on your Policy. The amount and type of excess that applies to your Policy is shown on your current *Certificate of Insurance*.

family

is your legal or de facto spouse and any member of your family or your spouse's family who normally lives with you.

fittings

are any items that can be removed from the building without causing damage to the building.

fixtures

are any items that are permanently attached or fixed to the structure of your building that cannot be removed without causing damage to your building.

flood

is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

Flood is not covered by this policy.

fusion

is the burning out of an electric motor or its wiring as a result of the electric current in it. *Fusion is not covered by this policy.*

illness

is an unexpected illness which we determine is serious or disabling and requiring treatment by a qualified medical practitioner.

incident

is a single occurrence or a series of occurrences arising out of the one event.

injury

means bodily injury caused by accidental and external means during the term of your Policy and requiring treatment by a qualified medical practitioner.

monthly instalment

is the amount you must pay in a month when you have chosen to pay your premium by instalments. The amount may vary from month to month. For example, if you are paying your premium for the first time by monthly instalments, your first monthly instalment actually includes the first two monthly instalments. Details of the monthly instalments are shown on your current *Certificate of Insurance*.

owner

is any member of the owners corporation.

owners corporation

means the owners of the strata plan registered under the Strata Schemes Management Act 1996 (NSW).

pet

is a domestic animal not used for racing or commercial breeding purposes that you keep in the building or on the site.

premium

is the total amount you pay for your 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.

Product Disclosure Statement (PDS)

is the name of this document. The PDS is made up of information which includes how this policy works, what this policy covers, taking out insurance, how we work out your premium, what is an excess and how to make a claim. The PDS and your current *Certificate of Insurance* form your contract with us. If we make changes to the PDS we may provide you with a new PDS or a Supplementary PDS.

site

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.

storm

is a violent wind, cyclone, tornado, thunderstorm or hail which may be accompanied by rain or snow, or a sudden, excessive run-off of water as a direct result of a storm in your local area. It does not include persistent rain by itself.

storm surge

is the increase in sea level that usually occurs with an intense storm or cyclone. *Storm surge is not covered by this policy.*

Supplementary Product Disclosure Statement (SPDS)

is a separate document that updates, corrects or adds to the information contained in this PDS.

us, we and our

refers to the product issuer named on the back cover of this PDS.

you

means the owners corporation named as the insured on your current *Certificate of Insurance*.

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Contact

Enquiries and new business **132 132**

Claims **131 123**

Helpline **132 900**

Report insurance fraud **1800 237 283**

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