



Commercial Strata

A simple and comprehensive insurance
solution for your Commercial Strata.



AXIS UNDERWRITING SERVICES



PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

The PDS sets out the significant features, benefits and risks of this policy.

You still need to read the policy wording for a full description of the terms, conditions and limitations.

WHO IS THE INSURER

The Insurers of the Policy are certain Underwriters at Lloyd's. You can contact Insurers through their appointed Coverholder Axis Underwriting Services Pty Ltd by:

- telephone on 03 8646 0200
- by facsimile on 03 8646 0206
- by e-mail at info@axisunderwriting.com.au
- by writing to Axis at 346 St Kilda Road, Melbourne 3004
- or by contacting Lloyd's Australia on the contact numbers shown in the Lloyd's Certificate of Insurance on Page 5.



346 St Kilda Road, Melbourne, Vic 3004
Telephone: (03) 8646 0200
Facsimile: (03) 8646 0206

www.axisunderwriting.com.au

COOLING OFF PERIOD

We will refund the entire premium paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the Schedule to Axis Underwriting Services Pty Ltd. You will not receive a refund if you have made a claim under the insurance policy.

SIGNIFICANT FEATURES AND BENEFITS

You can elect to insure a range of covers and options:

- Buildings and common property are insured against accidental damage and new for old replacement
- No penalty for under-insurance
- Up to 15% of the Building Sum insured for loss of rent and temporary accommodation costs
- Up to \$250,000 for any capital alterations
- Public Liability up to \$20,000,000
- Machinery Breakdown and Electronic Equipment Breakdown
- Theft of Funds
- Voluntary Workers Personal Accident
- Office Holders Liability

EXCLUSIONS

Under some circumstances the policy will not cover you. These are listed under What's Not Covered in each section of the policy.

SIGNIFICANT RISKS

- Adequate Sums Insured. In the event of a major loss your sums insured should be sufficient to allow for replacement of your property
- Limits apply to some items, you should read the policy wording so you are aware of the limits which may apply to you
- Disclosure. You have certain disclosure obligations which you must comply with. If you fail to comply with these obligations there may be consequences for your insurance cover or if you make a claim.
- Excesses. If you make a claim under the policy you may be required to pay an excess. The amount of the excess will be shown on the Schedule.

COSTS

The premium payable for this insurance will be shown on the Schedule.

We take into consideration a number of factors when setting our premiums. These can include factors relating to sums insured, materials used in construction, the activities carried on at the property, where it is located and the previous claims history.

Premiums are subject to government taxes and/or charges, including Goods and Services Tax, stamp duty and fire services levy. The amount of these taxes and/or charges will be shown on your Schedule.

DISCLOSURE

You have certain disclosure obligations under the Insurance Contracts Act 1984 that you need to comply with. Failure to comply with these obligations may have consequences for you insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are stated in the policy wording under Important Notices on Page 6.

YOUR PRIVACY

We collect personal information from you for the purpose of providing you with insurance products, services and processing and assessing claims. You can choose not to provide this information, however we will not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

DISPUTES

If you have a concern, complaint or dispute about the insurance policy Axis Underwriting Services Pty Ltd will try to resolve it immediately. If Axis is unable to resolve your concern you may have it reviewed by Lloyd's Underwriters General Representative in Australia. Details about the dispute resolution system are shown on the Lloyd's Certificate of Insurance on Page 5.



CONTENTS

Product Disclosure Statement	2	Section 1 Buildings	15
Who is the Insurer	2	What's Covered.....	15
Cooling off Period.....	3	What's Not Covered	15
Significant Features and Benefits.....	3	How We Pay Claims	15
Significant Risks	3	Extra Benefits	16
Costs	3	Optional Extra Benefit – Disaster Protection.....	17
Disclosure	3	Section 2 Rent and Extra Costs	18
Your Privacy	3	What's Covered.....	18
Disputes.....	3	What's Not Covered	18
Contents	4	How We Pay Claims	18
Lloyd's Certificate of Insurance	6	Extra Benefits	18
Code of Practice	6	Section 3 Liability	19
Lloyd's Australia.....	6	What's Covered.....	19
Disputes.....	6	What's Not Covered	19
Introduction	7	How We Pay Claims	19
Important Notices	7	Extra Benefits	19
Your Duty of Disclosure	7	Section 4 Machinery	20
If Things Change	7	What's Covered.....	20
Non Disclosure.....	7	What's Not Covered	20
What You Don't Have to Tell Us	7	How We Pay Claims	20
If You Reduce Our Rights	8	Extra Benefits	20
Section 8 - Office Holders Claims Made	8	Section 5 Electronics	21
Excess	8	What's Covered.....	21
Proving Your loss.....	8	What's Not Covered	21
Goods and Services Tax (GST)	8	How We Pay Claims	21
Workers Compensation	8	Extra Benefits	21
Agreement to Cover You	8	Section 6 Theft of Funds	22
Definitions	9	What's Covered.....	22
Making a Claim	10	What's Not Covered	22
How to claim	10	How We Pay Claims	22
Who controls claims	11	Section 7 Personal Accident	23
General Conditions	11	Who's Covered.....	23
Cancelling Your Policy	11	What a Volunteer is covered for	23
If Things Change	11	Who's Not Covered	23
If You are Covered by Another Policy.....	11	What's Not Covered	23
If You are Under-Insured	11	How We Pay Claims	23
Limits on Multiple Liability Cover	12	Section 8 Office Holders Liability	25
Our Rights.....	12	What's Covered.....	25
Taking Care	12	Definitions	25
Sums Insured After a Claim	12	What's Not Covered	25
What's Not Covered	12	How We Pay Claims	26
		Extra Benefits	26
		• Estates and legal representatives	26
		• Loss of Documents.....	26
		• Audit Fees \$50,000.....	26
		• OH & S defence costs \$50,000.....	26
		• Pollution defence costs \$50,000.....	26

LLOYD'S CERTIFICATE OF INSURANCE

LLOYD'S CERTIFICATE OF INSURANCE - effected through AXIS UNDERWRITING SERVICES Pty Ltd (hereinafter called the Coverholder)

This Certificate of Insurance confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure You, in accordance with the wording attached to this Certificate.

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form the date of which is stated in the Schedule. You should read this Certificate, Schedule and Policy wording carefully and if it is not correct contact Your Broker or Axis Underwriting Services Pty Ltd. It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters General Representative in Australia

Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney, NSW 2000

Telephone: (02) 9223 1433

Facsimile: (02) 9223 1466

If Your dispute remains unresolved You may be referred to the *Financial Ombudsman Service Limited* under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this insurance agree that;

- if a dispute arises under this insurance it will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- any summons notice or process to be served upon the Underwriters may be served upon: *Lloyd's Underwriters General Representative in Australia*
Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney, NSW 2000
- who has authority to accept service and to appear on the Underwriters' behalf;
- if a suit is instituted against any of the Underwriters all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to AXIS UNDERWRITING SERVICES Pty Ltd.

The Certificate is issued by the Coverholder in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Certificate.

INTRODUCTION

INTRODUCTION

The Strata Insurance Policy consists of this Policy, a Lloyd's Certificate of Insurance and a *Schedule*. The *Schedule* will show You the:

1. Sections of cover that are in force.
2. Amounts of cover You have.
3. Optional Extras You have chosen.
4. *Excesses* We may have imposed.
5. Special terms We may have imposed.

It is important that the Policy and the *Schedule* are read together. Please make sure that they give You the protection that You want. Please note that We have relied on the truth of what You have told Us in the Application Form in giving this cover.

INSURERS

This policy is underwritten by the Insurers shown in the *Schedule* ("the Insurers") through their Coverholder Axis Underwriting Services Pty Ltd.

IMPORTANT NOTICES

YOUR DUTY OF DISCLOSURE

This policy is subject to The Insurance contracts Act 1984. Under the Act You have a duty of disclosure. This means:

1. When You ask for cover, You must tell Us all that You know about the risk that You want covered which may affect Our decision:
 - a) To offer You cover; and
 - b) If We do the terms and cost of such cover.
2. If You ask for the cover to be renewed, extended, varied or reinstated You have the same duty as in 1 and You must tell Us:
 - a) If there have been any changes in what is covered; and
 - b) Of all things that may increase the chances of a claim.

IF THINGS CHANGE

After We have agreed to cover You and while You are covered You must tell Us of all changes that may increase the chances of a claim. In particular You must tell Us, if:

1. There is a change in the:
 - a) Use of Your Buildings
 - b) Condition of Your Buildings
2. You alter or extend Your Buildings. If things do change We may agree to vary the policy. Unless We agree to such changes We:
 - a) Can cancel the policy; or
 - b) May refuse to pay a claim.

NON DISCLOSURE

If You don't tell us something You know which may affect Our decision to offer You cover or the terms of that cover We may be allowed to:

1. Reduce the amount that We have to pay for a claim. This may mean that We do not have to pay You anything.
2. Cancel this policy. We may even be allowed to avoid this policy (treat this policy as if it never existed) from when it began if You:
 - a) Lie to Us;
 - b) Deliberately or recklessly keep information from Us; or
 - c) Recklessly give Us false information

WHAT YOU DON'T HAVE TO TELL US

You do not have to tell Us of anything:

1. That reduces the chances of a claim. But, if You do, it may let Us offer You better terms or a lower price.
2. That is common knowledge.
3. That We should know as a normal part of Our business.
4. If We waive Your Duty of Disclosure.

DEFINITIONS

IF YOU REDUCE OUR RIGHTS

We will not pay that part of a claim where *You* have agreed to limit or exclude *Your* rights to recover *Your* loss from another party.

SECTION 8 OFFICE HOLDERS LIABILITY

1. We will not cover *You* or a *Member* for *Claims* that arise from:
 - a) A *Wrongful Act* that occurred before the *Retroactive Date*.
 - b) Facts that *You* or any *Member* were aware of before this policy began.
2. If during the period of cover *You* become aware of a claim or facts that may lead to a claim *You* must tell Us about them as soon as *You* can during the same period of cover. If *You*:
 - a) Do *We* may pay the claim even if it is made outside the period of cover. This does not apply to a *Wrongful Act* that occurred before the *Retroactive Date*.
 - b) Do not *We* will not pay any resulting claim.

EXCESS

Claims under this policy may be subject to an *Excess*. As they vary according to the degree of risk they are shown on the *Schedule*.

PROVING YOUR LOSS

When *You* make a claim *We* will ask *You* to justify the amount claimed. *We* suggest that *You* keep all bills and receipts to make this task easy.

GOODS AND SERVICE TAX (GST)

This policy is subject to Goods and Services Tax:

- by *You* in relation to premium
 - by *Us* in relation to claims
- depending on the type of claim.

WORKERS COMPENSATION

This policy does not provide cover required by Workers' or Accident Compensation laws.

AGREEMENT TO COVER YOU

OUR AGREEMENT TO COVER YOU

We agree to give *You* the cover that is shown in this policy and in *Your Schedule* for:

Sections 1 to 8

1. For each Section or Part of a Section that is shown as being chosen by *You* in the *Schedule*.
2. For the period of cover that is shown in the *Schedule*.
3. For each Optional Extra *You* have chosen.
4. When an event causing a claim takes place during the period of cover for which *You* have paid or agreed to pay the premium.

Section 8 Office Holders Liability

1. If this Section is shown as being chosen by *You* in the *Schedule*.
2. For the period of cover that is shown in the *Schedule* for which *You* have paid or agreed to pay the premium.
3. When a *Claim* for a *Wrongful Act* is first made against *You* or any *Member* during the period of cover and *You* tell *Us* about it during the same period.
4. If facts that may lead to a *Claim* for a *Wrongful Act*:
 - a) First come to *Your* notice or the notice of any *Member* during the period of cover; and
 - b) *You* elect to tell *Us* about them during the same period;
 then when a claim is made it will be covered under the terms of the policy that was current when *You* notified *Us*.

In this Policy and in the *Schedule* some words and phrases have been given a special meaning.

Buildings means - All the Strata buildings at the Location buildings plus:

1. Covered ways
2. Exterior blinds awnings signs and tanks
3. Jetties and Pontoons used for private purposes
4. Light fittings
5. Overhead transmission lines and their supports that are within 100 metres of an insured building.
6. Paths and roads
7. Saunas, spas and swimming pools
8. Underground pipes and cables
9. Walls, gates, fences but not hedges.
10. *Your* common area fixtures and fittings, furnishings and carpets; gymnasium equipment, maintenance and cleaning equipment and materials.

Schedule means - The Strata Insurance *Schedule* that *We* have issued. This *Schedule* is part of this Policy. It will show the cover that *You* have chosen plus any *Excess* or special term that *We* have imposed.

Employee means - A person who is employed by *You* who is:

1. Defined as or deemed to be a worker;
2. An employee of *Your* contractor or subcontractor where:
 - a) *You* are declared or deemed to be the employer; or
 - b) *You* would be held liable to pay any compensation to that employee;
 by any Workers' or Accident Compensation Legislation.

Excess means - The amount that *We* will deduct from a claim's settlement. This amount is shown in the *Schedule*.

Flood means - The inundation of normally dry land by water escaping or being released from the normal confines of a:

1. Canal;
2. Dam;
3. Natural water course or lake (whether or not altered or modified); or
4. Reservoir.

Governing Body means:

1. The governing committee of the owners' organisation as defined by the relevant State or Territory Law; or
2. The board of directors of *Your* company.

Indemnity Period means - The period that starts when the loss or damage occurs and it continues for the period that is shown in the *Schedule*.

Limit of Indemnity means (this applies to claims made against *You*) - The amount that is shown in the *Schedule*. This amount is the most that *We* will pay;

Under Section 3 Liability

1. for any *Occurrence* or a series of *Occurrences* that arise from one cause or from continuous or repeated exposure to substantially the same general conditions; or
- Under Section 8 Office Holders Liability
2. for any *Wrongful Act* and in all in any one period of insurance.

Location means - The place where the items that are covered by this Policy are. This place is shown in the *Schedule*.

Member (s) means:

1. Current and former members and officers of the *Governing Body*.
2. Shareholder or Unit Owner or employee while performing any activity normally carried out by an officer of the *Governing Body*.

It does not mean a Body Corporate or Strata management company, person or legal entity contracted to provide professional services on a fee for service basis.

Occurrence means - An event that *You* do not expect nor do *You* intend.

Personal Injury means - This special meaning is for Section 3 Liability only.

1. Death, bodily injury, disability, disease, sickness, shock and mental injury.
2. The effects of:

- Assault or battery that is not committed by *You* or at *Your* direction
- Assault or battery that is due to *You* using, or someone that *You* tell to use, reasonable force to prevent harm to a person or property.
- Defamation.
- Eviction.
- False arrest, wrongful restraint, denial of liberty.
- Invasion of right of privacy.
- Malicious prosecution.
- Wrongful entry.

Rent means - The money that owners of units or shareholders having sole rights over premises in *Your Buildings* receive for:

1. Rents including outgoings.
2. Services that they have supplied as a landlord.

Sum Insured means - The amount that is shown in the *Schedule*. This amount is the most *We* will pay in any one period of cover for:

1. Any one claim; and
2. All claims unless the amount has been reinstated.

Tsunami means - A high tide or tidal wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Volunteer means - A person who does voluntary unpaid work organised by and at the direction of *Your* committee or *Your* duly appointed delegate.

Waiting Period means - The time in days when *We* will not pay the daily or weekly *Sum Insured*. This time is shown in the *Schedule*. It starts on the day that the Volunteer seeks medical treatment after an accident or collapse.

We, Us, Our means - The Insurers shown in the *Schedule*.

You, Your, Yours means - Each legal entity that is shown in the *Schedule* as the insured.

Under Section 3 Liability only, *You, Your, Yours* is extended to include a:

1. *Member or Employee*. They are covered when they are acting for *You* in that position.
2. Shareholder of *Your* Company or Unit owner in *Your* property. They are covered for their liability:
 - as an owner of a unit in *Your* property;
 - as a shareholder having sole rights over premises in *Your* property; and
 - when they are acting for *You*.
3. *Volunteer*. They are covered when they are acting for *You*.

MAKING A CLAIM

HOW TO CLAIM

If *You* become aware of an event that may lead to a claim, *You* must:

1. Tell *Us* about it as soon as *You* can.
2. Within the next 30 days give *Us* in writing full details of the event. This must include all proofs for which *We* may ask.
3. Tell the police as soon as *You* can if *You* think the claim was due to a crime.
4. Take all reasonable steps to stop further:
 - a) Loss or damage
 - b) Loss of use of property
 - c) Injury
5. Send *Us* as soon as *You* can any demand or legal notice that *You* may get.
6. Tell *Us* as soon as *You* can after *You* know that a claim or legal action may be made or taken against *You*.
7. Tell *Us* as soon as *You* can after *You* know that an inquest or enquiry will or may be held about an event that may result in a claim under this policy.

8. Give *Us* all the help that *We* need to:

- Assess, investigate or settle a claim
- Defend a claim made against *You*
- Make a recovery

WHO CONTROLS CLAIMS

We control all claims.

1. Unless *We* agree in writing *You* must not:

- a) Admit, deny, negotiate, settle or in any way compromise a claim.
- b) Incur any costs in making good any damage.
- c) Incur legal costs for a claim.

2. *We* will be entitled to:

- a) Enter the premises where the loss or damage has taken place.
- b) Take and keep the property for which *You* have made a claim.
- c) Deal with the salvage.
- d) Take legal action at *Our* expense in *Your* name. Conduct, control or compromise any such action. If *We* make a recovery *You* are only entitled to the amount that exceeds the amount *We* have paid or admitted and *Our* costs.
- e) Represent *You* or any other person who may be entitled to claim under this policy at any inquest or official enquiry.

GENERAL CONDITIONS

CANCELLING YOUR POLICY

You may cancel this policy at any time. *Your* request must be in writing. If *You* do not specify the date of cancellation, *We* will cancel *Your* Policy from the day that *We* receive *Your* request. *We* will refund to *You* the premium in proportion to the unexpired period of cover less *Our* cancellation charge. *We* may only cancel this policy according to The Insurance Contracts Act 1984. If *We* do cancel *Your* policy *We* will refund the premium for the unexpired period of cover.

Please note:

Once *We* have paid a total loss claim for an item, cover stops for that item. In such case there will be no refund of premium for that item. This is because *We* will have met *Our* obligation under the contract by paying *Your* claim. This applies even if *We* can make a recovery from another party.

IF THINGS CHANGE

After *We* have agreed to cover *You* and while *You* are covered *You* must tell *Us* of all changes that may increase the chances of a claim. In particular *You* must tell *Us*, if:

1. There is a change in the:
 - Use of *Your Buildings*.
 - Condition of *Your Buildings*.
2. *You* alter or extend *Your Buildings*.
If things do change *We* may agree to vary the policy. Unless *We* agree to such changes *We*:
 - Can cancel the policy; or
 - May refuse to pay a claim.

IF YOU ARE COVERED BY ANOTHER POLICY

When there is a claim *You* must tell *Us* if there is any other insurance policy that may give full or partial cover for the event claimed.

IF YOU ARE UNDERINSURED

Some policies require *You* to contribute to a loss if *Your Sum Insured* is less than 80% of the value of the property. This policy does not. But, please make sure that *Your Sums Insured* will cover a total loss. The law states that the *Governing Body* must make sure that the *Sums Insured* is enough to rebuild *Your Buildings* at today's prices.

LIMITS ON MULTIPLE LIABILITY COVER

When a liability claim can be paid under:

1. More than one section of this Policy; or
2. Another Policy that *We* have issued to *You*;

We will not pay more than the greatest *Limit of Indemnity* or such other limit of indemnity.

Please note: The *Limits Of Indemnity* or such other limit of indemnity may not be combined.

OUR RIGHTS

Unless *We* give *Our* consent to a change in writing:

1. The terms in this Policy will bind all parties
2. *We* will not give up any of *Our* rights.

TAKING CARE

You must:

1. Take all reasonable care to prevent loss, damage or injury.
2. Comply with all laws and regulations, by laws and ordinances.
3. Make sure that any fire sprinkler or protection system is fully maintained and always active.

THE SUMS INSURED AFTER A CLAIM

1. Section 1 *Buildings*; Section 2 *Rent* and Extra Costs; Section 4 *Engineering*; Section 5 *Electronics*:

We will reinstate the *Sum Insured* when the lost or damaged property is repaired or replaced provided that:

- a) *You* pay any extra premium that *We* may need for the reinstatement.
- b) The section or that Part of a Section of the Policy under which the claim was paid is still current.

2. Section 6 Theft of Funds: Reinstatement of the *Sum Insured* will be at *Our* discretion.

Restriction on Recovery - That part of a claim where *You* have agreed to limit or exclude *Your* rights to recover *Your* loss from another party.

War & Civil War (Lloyd's Endorsement NMA 464) - Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

Electronic Data Exclusion (Lloyd's Endorsement NMA 2915)

1. Electronic Data Exclusion
 - (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.
COMPUTER VIRUS means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
 - (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Electronic Data Recognition (Lloyd's Endorsement NMA 2802)

Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change in the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Biological or Chemical Materials Exclusion (Lloyd's Endorsement NMA 2962) - Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

WHAT'S NOT COVERED

These apply to all sections of this policy.

Canada and USA - A claim that is instituted in Canada, the United States of America or their territories or that comes within their jurisdiction or to which their laws apply.

Consequential Loss - Consequential loss.

Crimes and Wilful Acts By You - A claim that arises out of criminal or wilful acts by *You* or with *Your* connivance.

Damages - Punitive exemplary or aggravated damages except as provided under Section 8 Office Holders Liability.

Fines - Fines or penalties.

Government Actions - A claim that arises out of the deliberate act of any government, public or local authority.

Liability By Agreement - Liability that *You* have agreed to accept. *We* will cover *You*, if *You* would have been liable without *Your* agreement.

Motor Injuries and Workers Compensation - Liability that:

1. Can be covered under insurance required by Compulsory Third Party Motor Injury laws.
2. Can be covered under insurance required by Workers' or Accident Compensation laws;
3. Is imposed by Workers' or Accident Compensation laws; industrial award, agreement or determination.

Radioactive and Nuclear (Lloyd's Endorsement NMA 1622)

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SECTION 1 - BUILDINGS

Micro-Organism Exclusion (Lloyd's Endorsement MAP Mould) - Any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

War and Terrorism Exclusion (Lloyd's Endorsement NMA 2918) - Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Important Note

"Liability by Agreement" and "Restriction on Recovery".

Please tell Us if You have agreed to:

1. Accept liability; or
2. Limit or exclude Your rights of recovery.

We may be able to cover You but such cover will:

- a) Be limited to specific agreements; and
- b) Cost more.

WHAT'S COVERED

Your Buildings that are the Location. They are covered against accidental loss or damage.

WHAT'S NOT COVERED

1. Chips or scratches
2. Electrical or mechanical fault or breakdown
3. Fault, error or omission in design
4. Gradual deterioration
5. Loss or damage that arises from:
 - a) Altering; cleaning; mending or restoring.
 - b) Erosion.
 - c) *Flood*; the sea other than a *Tsunami*.
 - d) Insects; mildew; rot or vermin.
 - e) Normal settling, seepage, shrinkage, or land movement unless it is caused by an earthquake.
 - f) Latent, structural or inherent defect.
 - g) Light.
 - h) Pets that are kept at the *Location*.
 - i) Pollution.
 - j) Theft that is committed by a person who:
 - (i) Owns a unit in *Your Buildings*; or
 - (ii) Is a shareholder with sole rights over premises in *Your Buildings*.
 - k) Tree roots.
 - l) Water that seeps into *Your Buildings*.
6. Wear, tear, fading, corrosion, rust, oxidation, concrete or brick "cancer", wet or dry rot.
7. Storm or rainwater damage to retaining walls.
8. The movement of swimming pools or spas or accidental damage to tiles forming part of the pool spa or their surrounds.

HOW WE PAY CLAIMS

1. **How your claim is settled** - We will at Our option either:
 - (a) Repair or replace *Your Buildings*; or
 - (b) Make a cash payment.
2. **How your claim is valued** - The cost to build *Your Buildings* today. We will also pay the cost of:
 - (a) Fees; demolition; removing debris and propping up that are needed to rebuild or repair *Your Buildings*.
 - (b) Complying with the current building and planning rules. We will not pay for work that You have been officially ordered to do before the loss or damage took place.
3. **Using Other Materials, Style or Site** - If it costs no more You may:
 - (a) Use different materials.
 - (b) Rebuild at a different place or in a different style if *Your Buildings* are destroyed.
4. **If less than half of Your Buildings are damaged** - We will not pay for replacing undamaged property required by building and planning rules unless the repairs to the damaged part will cost more than 50% of the cost for rebuilding the whole *Building*. This will not apply to *Buildings* which are occupied for more than 70% of the total area as residential units.
5. **Failure to rebuild or repair or Your delay** - We will only pay what it would cost now to repair or rebuild *Your Buildings* less an allowance for age, use and wear if You do not:
 - (a) Want them repaired or rebuilt; or
 - (b) Repair or rebuild them in a reasonable time.
6. **Reduced floor space ratio rebuilding rule** - If Your *Location* is subject to this rule We will pay you the difference between:
 - (a) The cost of rebuilding; and
 - (b) What the cost would have been had Your *Location* not been subject to this rule.

This payment will be made when We receive in writing from a Registered Architect.

 - (c) Details of such cost; and
 - (d) Confirmation that *Your Buildings* have been rebuilt.

7. **Loss of land value** - If the value of *Your* land reduces because of the reduced floor space ratio rebuilding rule *We* will also pay *You* the difference between:
- The value of *Your* land before the loss or damage; and
 - Its current value.

This payment will be reduced by the amount of any compensation paid or due to *You* from another party. *We* will use values supplied by the Valuer General to calculate this difference.

8. **The most *We* will pay** - *We* will not pay more than:
- \$3,000 for:
 - A curio or work of art. *We* will not apply this limit to those items that are listed in the *Schedule*.
 - Theft that takes place in the open but within the walls, gates and fences that surround the *Location*.
 - The *Sum Insured*.
9. **Current Value** - If the *Schedule* shows *Your Buildings* are covered for current value:
- We* will not pay more than the cost of repairing or rebuilding *Your Buildings* less due allowance for depreciation and wear, and
 - The cost of professional fees, demolition, removing debris, shoring or propping up that are incurred in rebuilding or repairing the damage.

EXTRA BENEFITS

- Capital additions** - *We* will cover any capital additions that *You* may make, after the start of the current period of cover to any *Buildings* insured by this section. *We* will not pay more than an extra amount of 5% of the *Sum Insured* on *Buildings* or \$250,000 whichever is less.
- Claim preparation costs** - *We* will pay *You* for those reasonable costs that *You* incur in providing the claim details that *We* need.
- Damaged records** - *We* will pay *You* for the cost of restoring *Your* lost or damaged records. The loss of records must result from damage that is covered by this Section.
- Deeds** - *We* will pay the cost of replacing *Your* lost or damaged deeds. The loss or damage must occur in Australia. *We* will not pay more than \$5,000 under this benefit.
- Finding the Cause of Loss or Damage** - *We* will pay:
 - The cost of finding the cause of loss or damage that is covered by this Section. The cost must be reasonable; and
 - If the cause is a leak *We* will pay up to \$1,000 to repair the leak.
 - The cost of removing water from the basement of the *Buildings* caused by rain, storm, burst or leaking pipes. *We* will not pay more than \$2,000 under this benefit.

We will not pay for (a), (b) or (c) if the cause of the loss or damage is excluded under *SECTION 1 Buildings, What's Not Covered*.
- Fire extinguishment** - *We* will pay for the Fire Brigade to:
 - Put out a fire at or near the *Location*
 - Turn off the water supply to *Your* fire sprinkler system after a fire. The cost must be reasonable.
- Landscaping** - *We* will pay for plants or earthworks damaged by fire, theft or impact by a vehicle or a malicious act. *We* will not pay more than \$10,000 under this benefit.
- Money** - *We* will cover *Your* cash; cheques; postal notes and money orders that are in the care of members of the *Governing Body*. But, *We* will not pay:
 - For losses due to:
 - Accounting or clerical error
 - Error in receiving or paying out money
 - Fraud
 - Theft by an *Employee*
 - A loss:
 - For money that is held for more than 7 days
 - From an unattended vehicle
 - More than \$5,000 under this benefit.
- Temporary Protection** - *We* will pay for the temporary protection of *Your Buildings* covered by this Section after a burglary or an attempted burglary. *You* must need such protection and the costs must be reasonable.

- Temporary removal of plant** - *We* will cover *Your* plant and equipment which form part of *Your Buildings* that is temporarily not at the *location* but is still in Australia. The cover is limited to loss or damage caused by:
 - Fire, lighting, explosion, earthquake or volcanic eruption.
 - Theft:
 - That is accompanied by violence to a person; or
 - Following violent and forceful entry into or exit from a building.
 - Accident to the conveyance. This cover is limited to a period of 90 days. *We* will not pay more than \$20,000 under this benefit.
- Unit Owners fixtures and fittings** - *We* will cover any fixtures and fittings other than carpets installed by Unit owners and permanently attached to the *Buildings*. *We* will not pay more than \$100,000 for any one Unit and \$500,000 in total for all Units under this benefit.
- Workers Property** - Under *What's Covered* *We* will include property that is in *Your Building* that belongs to a person whom *You* directly employ. *We* will not pay more than \$3,000 for each such person under this benefit.
- Damage to Electric Motors** - *We* will pay for the cost of repairing or replacing an electric motor forming part of *Your Buildings* which burns out. *We* will not pay for electric motors larger than four (4) kilowatts or more than ten (10) years old.
- Replacement Locks and Keys** - *We* will pay the cost of replacing locks, keys and /or remote door or gate control devices if as a result of a theft or attempted theft at the insured property, keys or remote door or gate controls are stolen or there are reasonable grounds to believe they have been duplicated. *We* will not pay more than \$1,000 under this benefit.

OPTIONAL EXTRA BENEFIT

- Disaster Protection** - *We* will pay up to an additional 15% of the *Sum Insured* on *Buildings* if *Your Buildings* are damaged as a result of government declared disaster or state of emergency.

SECTION 2 - RENT AND EXTRA COSTS

WHAT'S COVERED

1. Units that the owners let - Loss of *Rent* from the unit that they own.
2. Units in which the Owners Live - Extra living costs for a person that lives in a unit that they own.
3. Units that the Owners Use for their Business - Extra accommodation costs for a business that occupies the unit that the business owns.

The loss or extra costs must result from damage to *Your Buildings*. The damage must be covered by Section 1 of this Policy. *We* must have agreed to pay a claim for that damage or would have except for the application of an *Excess*.

WHAT'S NOT COVERED

Any:

1. Loss of *Rent*;
2. Extra living costs; or
3. Extra accommodation costs;

if *You* decide not to rebuild or repair *Your Buildings*.

HOW WE PAY CLAIMS

1. Units that the Owners Let - *We* will pay the owners their loss of *Rent*. The loss will be calculated by comparing the Income that they earn in the *Indemnity Period* with the *Rent* that they earned during the corresponding period in the 12 months immediately before the damage occurred.

Adjustments will be made:

- (a) Where the *Indemnity Period* exceeds 12 months.
- (b) For business fluctuations.
- (c) For savings resulting from the interruption.

We will also pay for those extra costs that will minimise any loss of *Rent* provided they do not exceed the savings made.

2. Units in which the Owners Live - *We* will pay the extra living costs incurred by the owners. *We* will only pay for the shorter of the following periods:
 - (a) The time that is reasonably needed to rebuild or repair the premises; or
 - (b) The *Indemnity Period*.
3. Units that the Owners Use for their Business - *We* will pay the extra accommodation costs incurred by the owners. *We* will only pay for the shorter of the following periods:
 - a) The time that is reasonably needed to rebuild or repair the premises; or
 - b) The *Indemnity Period*

EXTRA BENEFITS

1. Claim preparation costs - *We* will pay for those reasonable costs that *You* incur in providing the claim details that *We* need. *We* will not pay more than \$25,000 under this benefit.
2. Prevention of access - Loss of *Rent* as covered by this Section that results from obstruction of access to the *Location*. The obstruction must be caused by damage that would have been covered by Section 1 of this Policy.
3. Infectious, contagious disease - Loss of *Rent* as covered by this Section that results from a murder or suicide, and/or infectious or contagious disease. *We* will only pay when a government or local authority prohibits *Your Buildings* or sections of *Your Buildings* from being occupied. Cover will start when the government or local authority order is made until the order is revoked, or for a period of thirty (30) days, whichever occurs first.

SECTION 3 - LIABILITY

WHAT'S COVERED

General Liability

Your legal liability for:

- Loss of or damage to property.
- Loss of use of property
- *Personal Injury*

The loss, damage, loss of use or *Personal Injury* must result from an *Occurrence* that is connected with *Your Buildings* that are covered by Section 1 of this Policy. It can take place either in Australia or New Zealand.

WHAT'S NOT COVERED

1. A claim for defamation:
 - (a) Made before this Section began.
 - (b) If *You* knew that the material was false before it was issued.
 - (c) Related to advertising, broadcasting, telecasting or publication of a document by *You* or on *Your* behalf.
2. A claim that arises out of:
 - (a) A fire if it was deliberately lit by *You* or on *Your* behalf in breach of a law or regulation, by-law or ordinance.
3. A claim that arises out of:
 - (a) A registered vehicle, or
 - (b) A vehicle that should have been registered; unless it was being used as machinery and not for transport or haulage and cover is not available under any law or compulsory third party insurance.
4. Loss of or damage to a motor vehicle, caravan or trailer that is in *Your* care, custody or control unless it is in a car park that *You* own or operate.
5. The erection or demolition of, or the addition, alteration or repair to any structure on *Your* behalf if the total cost of such work is more than \$250,000.
6. Tunnelling, underpinning, vibration or interference with the support of any property.
7. A claim for *Personal Injury* to an *Employee* that arises out of or in the course of their work.
8. A claim that arises out of any:
 - (a) Defect error or omission in design plan specification or formula.
 - (b) Error in or omission of advice unless it is about the use of *Your Buildings*.
 - (c) Treatment that is given or prepared or the failure to give treatment. However, if *You* do not provide medical health or nursing services or products, *We* will cover *Your* legal liability for *Personal Injury* arising from emergency first aid treatment that *You* give on *Your* premises.
9. A claim that arises out of the discharge, dispersal, release or escape of any pollutants. This exclusion will not apply if the discharge, dispersal, release or escape is the result of an instantaneous, identifiable, unintended and unexpected event that takes place in its entirety at a specific time and place. *We* will also not cover a claim where discharge, dispersal, release or escape is expected as part of *Your* normal operations but the specific event is not expected.
10. A claim that arises out of the ownership control occupation of, or any activity or work that is connected with any:
 - (a) Aircraft; balloon that can carry people; craft that travels on a cushion of air; rocket or anything that falls from these items.
 - (b) Place or structure where aircraft are stored, maintained or used.
 - (c) Watercraft.
11. A claim that arises out of the use, existence of, removal of, or exposure to any asbestos product or products containing asbestos.
12. Liability that *You* have agreed to accept. *We* will cover *You* if *You* would have been liable without *Your* agreement.

HOW WE PAY CLAIMS

We will pay those sums that *You* become legally liable to pay as damages and as plaintiff's litigation costs. *We* will not pay more than:

1. The *Limit of Indemnity*; and
2. Other costs that *We* agree to pay in writing.

EXTRA BENEFITS

1. More than one insured - When the insured is made up of more than one party each party will be treated as if they had a separate policy provided *Our* liability is not increased.

SECTION 4 – MACHINERY

WHAT'S COVERED

Part A Machinery Breakdown - Your machinery that is shown in the *Schedule*. It is covered while it is at the *Location* against accidental breakdown.

Part B Boiler - Your boilers and pressure vessels that are shown in the *Schedule*. They are covered while they are at the *Location* against:

1. Explosion
2. Sudden collapse.
3. Accidental breakdown.

WHAT'S NOT COVERED

Part A and B

1. Alteration or addition
2. Breakdown of:
 - (a) Escalators and their motors;
 - (b) Lifts and their motors;
 - (c) Motors that are rated at more than 30 kilowatts; and
 - (d) Machinery that is driven by such motors; unless they are regularly serviced under a maintenance agreement. The agreement must:
 - (i) Provide regular preventative maintenance
 - (ii) Cover the full cost of remedial repairs.
3. Cavitation or scratching of painted or polished surfaces.
4. Further damage to an item, for which *You* have made a claim, if it is used without being properly repaired.
5. Loss or damage that can be covered by any other section of this policy.
6. Loss or damage that is covered by a maintenance or service agreement.
7. Loss or damage that is caused by:
 - (a) *Flood*; the sea or a tidal wave.
 - (b) Land movement.
 - (c) Smoke or soot.
 - (d) The unlawful or unsafe use of *Your* machinery, boiler or pressure vessel.
 - (e) Water.
8. Preventative maintenance or overhaul.
9. Replacement or repairs that are due to gradual deterioration.
10. The cost of repairing or replacing any:

(a) Belt; chain; rope or wire.	(i) Heating element.
(b) Ceramic, glass or porcelain component.	(j) Jointing or packing.
(c) Cutting blade.	(k) Lubricant.
(d) Electrical contact.	(l) Refractory.
(e) Fabric or felt.	(m) Thermostat.
(f) Filter or sieve.	(n) Thermostatic expansion valve.
(g) Fuel.	(o) Tyre.
(h) Fuse.	
11. The replacement of a worn part that is due to normal use.

HOW WE PAY CLAIMS

Part A - We will at our option either:

1. Repair or replace *Your* machinery; or
2. Make a cash payment.

We will use the following method to value *Your* machinery. The cost of those repairs that are needed to restore a damaged item to the same condition that it was in immediately before the breakdown. We will not make a deduction for use and wear.

Part B - We will at *Our* Option either:

1. Repair or replace *Your* boiler; or
2. Make a cash payment.

We will use the following method to value *Your* boiler. What it would cost new if *You* bought it now.

EXTRA BENEFITS

1. **Replacement Motor** - We will pay for the hire of an electric motor while *Yours* is being repaired.
2. **Loss of Refrigerant** - We will pay for the refrigerant lost as a result of a breakdown.
3. **Removal of Debris** - We will pay the cost of removing debris that results from loss or damage covered by this Section.

SECTION 5 – ELECTRONICS

WHAT'S COVERED

Your electronic equipment that is listed in the *Schedule*. It is covered while it is at the *Location* against accidental breakdown.

WHAT'S NOT COVERED

1. Alteration or addition.
2. Further damage to an item, for which *You* have made a claim, if it is used without being properly repaired.
3. Loss or damage that can be covered by any other Section of this policy.
4. Loss or damage that is covered by a Maintenance Agreement if the *Schedule* shows that the item, for which *You* have made a claim, must be protected by such an agreement. The agreement must:
 - (a) Provide regular preventative maintenance.
 - (b) Cover the full cost of remedial repairs.
 If such an agreement is not in force then We will not pay for loss or damage that:
 - (i) Would have been covered by the agreement.
 - (ii) Is due to the lack of maintenance.
5. Loss or damage that is caused by:
 - (a) Atmospheric moisture or temperature unless it results directly from damage to or malfunction of air conditioning equipment.
 - (b) Fault error or omission in design.
 - (c) Power surge if the electronic equipment is not protected by a surge protector.
 - (d) *Flood*; the sea or a tidal wave.
 - (e) Land movement.
 - (f) Smoke or soot.
 - (g) Water.
6. Preventative maintenance or overhaul.
7. Replacement or repairs that are due to gradual deterioration.
8. The cost of repairing or replacing any:

(a) Battery.	(e) Fuse.
(b) Belt or chain.	(f) Heating element.
(c) Electrical contact.	(g) Ribbon or tape.
(d) Filter.	
9. The replacement of a worn part that is due to normal use.

HOW WE PAY CLAIMS

We will at *Our* option either:

1. Repair or replace *Your* electronic equipment; or
2. Make a cash payment.

We will use the following methods to value *Your* electronic equipment.

- (a) For items that are under 5 years old. What it would cost new if *You* bought it now.
- (b) For all other items. What it would cost new if *You* bought it now less a fair amount for use and wear.

EXTRA BENEFITS

1. **Removal of Debris** - We will pay the cost of removing debris that results from loss or damage covered by this Section.

SECTION 6 – THEFT OF FUNDS

WHAT'S COVERED

Funds that belong to the *Governing Body*. They are covered against:

1. Conversion;
2. Embezzlement
3. Fraud
4. Larceny
5. Misappropriation
6. Theft

by a *Member* or an *Employee*.

WHAT'S NOT COVERED

1. The amount of a loss that can be recovered from a fund created to indemnify *You* for a loss due to fraud.
2. A loss that:
 - (a) Is not discovered within twelve months of when the fraud occurred.
 - (b) Takes place outside Australia.
3. Further loss that takes place by the same method after the initial discovery of the loss.

HOW WE PAY CLAIMS

We will reimburse *You* for the value of the lost funds.

The *Sum Insured* is the most *We* will pay for:

1. One person; or
2. A group of people acting together.

SECTION 7 – PERSONAL ACCIDENT

WHO'S COVERED

A *Volunteer*.

WHAT A VOLUNTEER IS COVERED FOR

Death disability or injury due to an accident.

WHO'S NOT COVERED

1. A *Volunteer* who fails to obtain and follow medical advice from a registered medical doctor about a condition for which a claim is made.
2. A *Volunteer* who does not have a medical examination for which *We* have asked. *We* will pay for the examination.
3. Children under the age of 12 years.

WHAT'S NOT COVERED

1. Death disability or injury that:
 - (a) Can be claimed for under worker's or accident compensation legislation or compulsory third party cover.
 - (b) Is deliberately self inflicted.
 - (c) Takes place when a *Volunteer* is flying unless the *Volunteer* is a passenger on a licensed airline.
 - (d) Takes place when a *Volunteer* is riding a motorcycle or motor scooter.
2. Death disability or injury that is due to:
 - (a) A medical condition that was known to the *Volunteer* before this cover was taken out.
 - (b) An infection unless it can be shown that it was acquired as a result of an injury.
 - (c) A *Volunteer* being under the influence of or addiction to a drug or an intoxicating liquor.

HOW WE PAY CLAIMS

1. **Death** - *We* will pay the *Sum Insured* to the estate of a *Volunteer* who dies. The death must take place within 365 days of the accident that caused it.
2. **Permanent Disability** - *We* will pay the *Volunteer* that percentage of the *Sum Insured* that is shown next to the disability in the table below. The disability must take place within 365 days of the accident that caused it.

(a) Permanent total disablement	100%
(b) Permanent loss of use of two or more limbs	100%
(c) Permanent loss of use of one limb	50%
(d) Permanent insanity	100%
(e) Permanent total loss of sight	100%
(f) Permanent total loss of sight in a remaining eye	100%
(g) Permanent total loss of sight or the lens in one eye	50%
(h) Permanent total loss of hearing	75%
(i) Permanent total loss of hearing in one ear	15%
(j) Permanent total loss of use of a thumb and all fingers on one hand	70%
(k) Permanent total loss of use of all the fingers on one hand	40%
(l) Permanent total loss of use of a thumb	30%
(m) Permanent total loss of use of one joint of a thumb	15%
(n) Permanent total loss of use of a finger	10%
(o) Permanent total loss of use of two joints of a finger	7.5%
(p) Permanent total loss of use of one joint of a finger	5%
(q) Permanent total loss of use of a foot	15%
(r) Permanent total loss of use of a big toe	5%
(s) Permanent total loss of use of one joint of a big toe	3%
(t) Permanent total loss of use of each other toe	3%
(u) Broken leg or kneecap that will not join	10%
(v) Shortening of a leg by at least 5 centimetres	7.5%

The degree of permanent injury will be decided by 365 days after the accident.

SECTION 8 – OFFICE HOLDERS LIABILITY

3. **Loss of Earnings** - We will pay the *Volunteer* up to the *Sum Insured* if a disability or injury stops the *Volunteer* doing what the *Volunteer* was capable of doing by training or experience. The payments will be made at the end of each 4 week period. But, We will:
 - (a) Not pay if the *Volunteer* is not in paid employment at the time of the accident.
 - (b) Not pay for more than 52 weeks for any one accident.
 - (c) Not pay more than the average weekly income that the *Volunteer* earned in the 12 months directly before the accident took place. If the *Volunteer* was not working for the full 12 months the average will be based on the time worked.
 - (d) Not pay until the *Volunteer* has seen a registered medical doctor about the disability or injury.
 - (e) Stop payments once the *Volunteer* is able to return to any form of work. If the *Volunteer* earns less due to the disability We will pay the difference.
4. **Domestic Assistance** - We will pay the reasonable costs of domestic assistance for a *Volunteer* who is totally disabled from doing what the *Volunteer* was capable of doing by training or experience. We will not pay more than \$500 for any one injury.
5. **Travel Expenses** - We will pay the travel expenses necessarily incurred in obtaining medical treatment following disability or injury. The costs must be reasonable. We will not pay more than \$500 for any one injury.
6. **Limitations** - We will not pay for more than one disability for each accident. The payment will always be the greater percentage of the *Sum Insured* that is payable. But:
 - (a) The permanent loss of several fingers and or a thumb will be treated as one disability with a limit of 70%.
 - (b) The permanent loss of several toes will be treated as one disability with a limit of 15%. Any payment for death or permanent disability will be reduced by the amount already paid for loss of earnings if it is due to the same accident.
We will not pay more claims for a *Volunteer* once they are entitled to claim for at least 50% of the *Sum Insured* for permanent disability.

WHAT'S COVERED

1. **Members Indemnity** - The amount a *Member* becomes legally liable to pay for a *Wrongful Act* attempted or committed by the *Member*. The *Wrongful Act* must arise from a:
 - (a) Duty of the *Member* to serve *You* (the Body Corporate or Company).
 - (b) Claim made against the *Member* for which *You* have not indemnified the *Member*.
2. **Body Corporate or Company Reimbursement** - Payments by way of an indemnity that *You* have made to a *Member*. But, it is limited to the:
 - (a) Extent allowed by the law.
 - (b) The *Loss* a *Member* becomes legally liable to pay for a *Wrongful Act* attempted or committed by the *Member*. The *Wrongful Act* must arise from a duty of the *Member* to serve *You*. The *Wrongful Act* must occur in Australia.

DEFINITIONS

In this Section;

Employee means;

- i) any natural person acting under a contract of service with *You*;
- ii) any natural person acting as a *Volunteer*

Employee does not mean any consultant or sub-contractor or independent professional adviser or agent or *Member* or any natural person providing services to *You*

Wrongful Act means any:

1. Actual or alleged mis-statement.
2. Breach of duty.
3. Breach of trust.
4. Error or omission.
5. Misleading statement.
6. Negligent act.

Arising from a duty of the *Member* to serve *You* (the Body Corporate or Company)

Claim means;

1. A written notice received by a *Member* for a demand for compensation or other relief from any party in respect of any actual or alleged *Wrongful Act* which leads to a *Loss*;
2. An *Inquiry* which is evidenced by a notice requiring the *Member* to attend which is first served during the period of insurance.

Loss means;

1. such sums which a *Member* is legally liable to pay as compensatory damages for any *Wrongful Act*;
2. punitive or exemplary damages awarded in a court of law against a *Member* which arise from a *Wrongful Act*;
3. *Defence Costs*

Defence Costs means;

Costs and charges and expenses incurred in the response to a *Claim* made against a *Member* with *Our* prior and written consent and which arise from a *Wrongful Act*. It does not mean salaries, wages, travel or accommodation expenses.

Retroactive Date means:

The date before which no *Wrongful Act* is covered. This date is shown in the *Schedule*.

WHAT'S NOT COVERED

1. **A *Claim* for a *Wrongful Act* that:**
 - (a) Occurred before the *Retroactive Date*.
 - (b) Was made before or after the period of cover. This does not apply if *You* or a *Member* first became aware of the facts, from which the claim arises, during the period of cover and *You* or a *Member* elect to tell Us about them during the same period.
2. **A *Claim* for a *Wrongful Act* that arises out of facts that:**
 - (a) Were notified under an earlier policy.
 - (b) *You* or a *Member* were aware of before this cover began.
3. **A *Claim* for a *Wrongful Act* that arises out of:**
 - (a) Abuse of power.
 - (b) A conflict in a *Member's* duty or interest.

- (c) A criminal; dishonest; fraudulent; malicious; reckless; wilful; act or omission.
 - (d) A guarantee or warranty given by a *Member*.
 - (e) A *Member* gaining profit or advantage to which the *Member* is not entitled.
 - (f) A *Member* having information that is not available to the buyer or seller of securities.
 - (g) Money or other benefit given to a *Member* without authority of the *Governing Body*.
 - (h) Seepage or pollution.
 - (i) A decision not to effect or maintain insurance.
4. A **Claim** for or arising from:
- (a) Defamation.
 - (b) Loss or loss of use of; or damage to property.
 - (c) Bodily injury sickness disease or death of a person or animal.

HOW WE PAY CLAIMS

We will pay:

1. The *Loss* that a *Member* becomes legally liable to pay; or
2. The amount for which *You* have indemnified the *Member*, and
3. Other costs that *We* agree in writing to pay.

But *We* will not pay more than:

- (a) the *Limit of Indemnity* for one claim.
- (b) The Annual limit that is shown in the *Schedule* for all *Claims* in one period of cover.

EXTRA BENEFITS

1. **Estates and legal representatives** - If a *Member* dies or becomes incompetent, insolvent or bankrupt *We* will cover the *Member's* estate heirs legal representatives or assigns as if they were the *Member*.
2. **Loss of documents** - *We* will cover *You* and any *Member* for:
 - (a) Liability that arises from the loss of or damage to; and
 - (b) Cost of replacing or restoring documents other than money, bearer bonds or negotiable instruments.

We will not pay more than \$3,000 under this benefit.

3. **Audit Fees** - *We* will cover *You* for reasonable Professional Fees incurred with our written consent resulting from an Audit by a Government Authority first notified to *You* during the period of cover. *We* will not pay Audit costs associated with any Audit:
 - (a) where prior to the commencement of the period of cover;
 - (i) *You* became aware of the relevant audit; or
 - (ii) a reasonable person would have become aware that an audit was likely to occur;
 - (b) that is the subject of a legal statutory requirement and occurs on a regular basis;
 - (c) where documents have not been lodged on time or correctly;
 - (d) involving a failure by *You* to comply with a government or statutory requirement;
 - (e) which for tax or accounting purposes does not relate to *Your* prior taxation year
 - (f) in respect of any additional costs associated with:
 - (i) fines, penalties, judgements, interest or other additional costs imposed by any court, tribunal, government or statutory authority;
 - (ii) retaining licensing compliance or membership with any government body;
 - (iii) additional costs not directly part of the audit.

We will not pay more than \$50,000 for any one audit and in aggregate during the period of cover.

4. **Occupational Health and Safety Costs** - *We* will cover *You* and any *Member* for *Defence Costs* incurred in defending any criminal or regulatory proceedings in respect of actual or alleged breach of any occupational health or safety laws or regulations which result from a *Wrongful Act*. *We* will not pay more than \$50,000 for any one claim and in aggregate during the period of cover.
5. **Pollution Defence Costs** - What's Not Covered 3 (h) will not apply to *Defence Costs* *You* or a *Member* incur in defending any criminal or regulatory proceedings in respect of any actual or alleged pollution. *We* will not pay more than \$50,000 for any one claim and in aggregate during the period of cover.



AXIS UNDERWRITING SERVICES

ABN 51 090 508 142 AFS License No 236 650

MELBOURNE

346 St Kilda Road, Melbourne, Vic 3004

Telephone: (03) **8646 0200**

Facsimile: (03) 8646 0206

BRISBANE

Corporate House, 747 Lytton Road, Murrarie, Qld 4172

Telephone: (07) **3117 3707**

Facsimile: (07) 3117 3797

www.axisunderwriting.com.au