

REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



## Certificate of Title - Volume 6176 Folio 580

Parent Title(s) CT 5584/163  
Creating Dealing(s) ACT 12533329  
Title Issued 30/06/2016 Edition 2 Edition Issued 11/05/2022

## Estate Type

FEE SIMPLE

## Registered Proprietor

JULIE-ANN WRIGHT  
OF 21A NORSEMAN STREET PORT NOARLUNGA SOUTH SA 5167  
1 / 2 SHARE

ANTHONY CHRISTOPHER KERWICK  
OF 21A NORSEMAN STREET PORT NOARLUNGA SOUTH SA 5167  
1 / 2 SHARE

## Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 40324  
IN THE AREA NAMED PORT NOARLUNGA SOUTH  
HUNDRED OF WILLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
13780647	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
24/05/2016	12533330	BY-LAWS	FILED

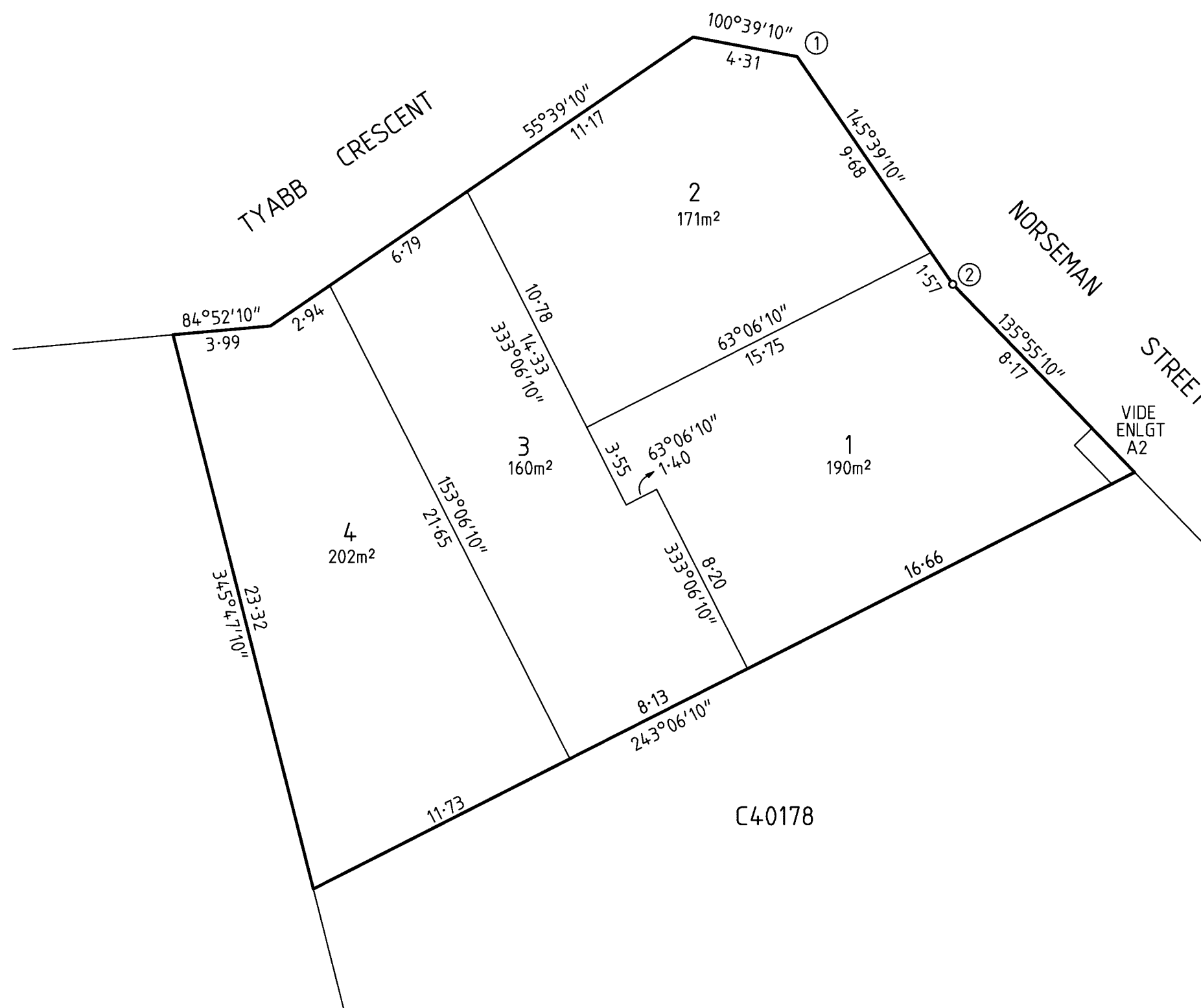
Registrar-General's Notes NIL

Administrative Interests NIL

PURPOSE: PRIMARY COMMUNITY		AREA NAME: PORT NOARLUNGA SOUTH		APPROVED: JULIA GADSDON 16/12/2015		<div></div> <div>C40324</div> <div>SHEET 1 OF 2</div> <div>49801_text_01_v04_Version_4</div>			
MAP REF: 6527/16/L		COUNCIL: CITY OF ONKAPARINGA		DEPOSITED: SANDY BEAGLEHOLE 20/06/2016					
LAST PLAN: F250627		DEVELOPMENT NO: 145/C074/15/001/43666							
AGENT DETAILS: ZAINA STACEY PTY LTD PO BOX 1000 TORRENS PARK SA 5062 PH: 83797979 FAX:		SURVEYORS CERTIFICATION:		I ROCCO CAVALLO , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 16th day of December 2015 Rocco Cavallo Licensed Surveyor					
AGENT CODE: MMUP									
REFERENCE: 15100									
SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5584	163		ALLOTMENT(S)	213	D	7886 WILLUNGA		
OTHER TITLES AFFECTED:									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 25 / 10 / 2015									



# LOCATION PLAN



## C40324

SHEET 2 OF 2

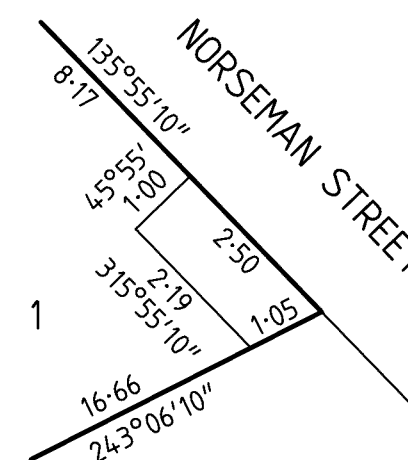
49801\_pland\_1\_V02\_Version\_4

BEARING DATUM: ① – ② 90°30'30"

DERIVATION: F250627 ADOPTED

TOTAL AREA: 725m²

### ENLARGEMENT A2

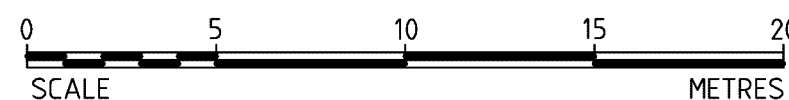


C40178

**ZAINASTACEY**  
Development Consultants

PO Box 1000, Torrens Park SA 5062  
T. 08 8379 7979 E. planning@zainastacey.com

Reference: 15100 / RC 15-247



# LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	2,700	
2	2,540	
3	2,300	
4	2,460	
<b>AGGREGATE</b>	10,000	

COMMUNITY PLAN NUMBER

## C40324

SHEET 1 OF 1

ACCEPTED 20.6.2016



PRO REGISTRAR-GENERAL

DEV.No. 145 : 0074 15

APPLICATION 12533329

### CERTIFICATE OF LAND VALUER

I ...Christopher James Carter.....  
being a land valuer within the meaning of the  
Land Valuers Act 1994 certify that this schedule  
is correct for the purposes of the Community  
Titles Act 1996.

Dated the 23rd day of May 2016.



Signature of Land Valuer

# Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6176/580	Reference No. 2605679
Registered Proprietors	J*WRIGHT & ANR	Prepared 13/09/2024 14:27
Address of Property	21A NORSEMAN STREET, PORT NOARLUNGA SOUTH, SA 5167	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

## Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
------------------------	--

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

- |     |   |   |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object              | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title                            |

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

also

Contact the Local Government Authority for other details that might apply

5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply  also  Contact the vendor for these details

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
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## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	<b>An Emergency Services Levy Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b>  <b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b>
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## 8. Environment Protection Act 1993

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) does not have any current Environment Protection Orders registered on this title
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) does not have any current Clean-up orders registered on this title
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
<b>11.</b>	<b><i>Food Act 2001</i></b>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	



16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

## **17. *Land Acquisition Act 1969***

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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## **18. *Landscape South Australia Act 2019***

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

- |       |  |   |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act  | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court   | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements  | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction  | The regional landscape board has no record of any notice affecting this title |

## **19. *Land Tax Act 1936***

- |      |   |   |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## **20. *Local Government Act 1934 (repealed)***

- |      |   |   |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

## **21. *Local Government Act 1999***

- |      |   |   |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

## **22. *Local Nuisance and Litter Control Act 2016***

- |      |  |   |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

## **23. *Metropolitan Adelaide Road Widening Plan Act 1972***

- |      |  |   |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

## **24. *Mining Act 1971***

- |      |   |   |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence)  | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations            | Contact the vendor for these details  |
| 24.3 | section 56T(1) - Consent to a change in authorised operations                                     | Contact the vendor for these details  |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land                               | Contact the vendor for these details  |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details  |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations                     | Contact the vendor for these details  |
| 24.7 | section 75(1) - Consent relating to extractive minerals   | Contact the vendor for these details  |
| 24.8 | section 82(1) - Deemed consent or agreement   | Contact the vendor for these details  |

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
<b>25. <i>Native Vegetation Act 1991</i></b>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

## 28. ***Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable      The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

## 29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.**
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).**
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and
- Contact the vendor for these details

notice may require access

- |       |  |   |
|-------|--|---|
| 29.4  | section 140 - Notice requesting access   | Contact the vendor for these details  |
| 29.5  | section 141 - Order to remove or perform work  | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.6  | section 142 - Notice to complete development   | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.7  | section 155 - Emergency order  | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.8  | section 157 - Fire safety notice   | Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply               |
| 29.9  | section 192 or 193 - Land management agreement   | Refer to the Certificate of Title   |
| 29.10 | section 198(1) - Requirement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space   | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.12 | Part 16 Division 1 - Proceedings   | Contact the Local Government Authority for details relevant to this item<br><br>also<br><br>Contact the vendor for other details that might apply   |
| 29.13 | section 213 - Enforcement notice   | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order   | Contact the Local Government Authority for details relevant to this item<br><br>also<br><br>State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  |

### **30. *Plant Health Act 2009***

- |      |   |   |
|------|---|---|
| 30.1 | section 8 or 9 - Notice or order concerning pests | Plant Health in PIRSA has no record of any notice or order affecting this title |
|------|---|---|

### **31. *Public and Environmental Health Act 1987 (repealed)***

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
<b>32.</b>	<b><i>South Australian Public Health Act 2011</i></b>	
32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
<b>33.</b>	<b><i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i></b>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
<b>34.</b>	<b><i>Water Industry Act 2012</i></b>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b> also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.
<b>35.</b>	<b><i>Water Resources Act 1997 (repealed)</i></b>	
35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title
<b>36.</b>	<b>Other charges</b>	

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply
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## Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- |     |   |   |
|-----|---|---|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3.  | Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<br>also<br>Contact the Local Government Authority  |
| 5.  | Particulars relating to asbestos at workplaces                                  | Contact the vendor for these details  |
| 6.  | Particulars relating to aluminium composite panels                              | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.                               |
| 7.  | Particulars relating to court or tribunal process                               | Contact the vendor for these details  |
| 8.  | Particulars relating to land irrigated or drained under Irrigation Acts         | SA Water will arrange for a response to this item where applicable  |
| 9.  | Particulars relating to environment protection                                  | Contact the vendor for details of item 2<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i>                              | Animal Health in PIRSA has no record of any notice or order affecting this title  |

## Additional Information

The following additional information is provided for your information only.  
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- |     |  |   |
|-----|--|---|
| 1.  | Pipeline Authority of S.A. Easement  | Epic Energy has no record of a Pipeline Authority Easement relating to this title   |
| 2.  | State Planning Commission refusal  | No recorded State Planning Commission refusal   |
| 3.  | SA Power Networks  | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4.  | South East Australia Gas Pty Ltd   | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property                         |
| 5.  | Central Irrigation Trust   | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.    |
| 6.  | ElectraNet Transmission Services   | ElectraNet has no current record of a high voltage transmission line traversing this property                               |
| 7.  | Outback Communities Authority  | Outback Communities Authority has no record affecting this title  |
| 8.  | Dog Fence ( <i>Dog Fence Act 1946</i> )                                      | The Dog Fence Board has no current interest in Dog Fence rates relating to this title.                                      |
| 9.  | Pastoral Board ( <i>Pastoral Land Management and Conservation Act 1989</i> ) | The Pastoral Board has no current interest in this title  |
| 10. | Heritage Branch DEW ( <i>Heritage Places Act 1993</i> )                      | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title          |
| 11. | Health Protection Programs – Department for Health and Wellbeing             | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.          |



## Notices

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Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

### **Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)**

#### Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

#### Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment ( For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

#### ***Land Tax Act 1936 and Regulations thereunder***

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

#### ***Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations***

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email [DEWwaterlicensing@sa.gov.au](mailto:DEWwaterlicensing@sa.gov.au).



# Section 48 Notice

## This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

### 1. AGENT: Company Name/Legal Entity:

Southgate Property Management

Company Representative: Sarah Curtis

Street 1: 1 Griffiths Drive

Suburb: MOANA

State: SA

Postcode: 5169

ABN (if applicable): 47 913 122 864

RLA No: 187237

Telephone: W: 08 8386 1555

M:

F: 08 8386 3358

Email: scurtis@sgate.com.au

Address for service of documents if different to above:

### 2. LANDLORD: Full Names:

N.J.M Dental Pty Ltd

Address for service of documents as below.

Street 1: 42 Rifle Range Road

Suburb: Greenwith

State: SA

Postcode: 5125

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

### 3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

# Residential Property Tenancy Agreement: Schedule



**This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.**

**1. AGENT:** Company Name/Legal Entity: Southgate Property Management

Company Representative: Sarah Curtis

Street 1: 1 Griffiths Drive

Street 2:

Suburb: MOANA

State: SA

Postcode: 5169

ABN (if applicable): 47 913 122 864

RLA No: 187237

Telephone: W: 08 8386 1555

F: 08 8386 3358

M:

Email: scurtis@sgate.com.au

☐ The Agent consents to the above email address being used for the purposes of service under the Act.

**2. LANDLORD:** Full Name(s): N.J.M Dental Pty Ltd

Street 1: 42 Rifle Range Road

Street 2:

Suburb: Greenwith

State: SA

Postcode: 5125

ABN (if applicable):

**3. TENANT:** Full Name(s): Jerusa Dal Moro Ferreira, of 23 Parkview Circuit, Seaford Rise

Diego Macedo Ferreira, of 23 Parkview Circuit, Seaford Rise

Email: jpmoro79@hotmail.com / dlegomacedo4@hotmail.com

☒ The Tenant consents to the above email address being used for the purposes of service under the Act.

**4. PREMISES:**

Street 1: 21a Norseman Street

Street 2:

Suburb: Port Noarlunga South

State: SA

Postcode: 5167

**5. TERM:**

☒ Fixed: Commencement Date: 21 / 07 / 17 End Date: 19 / 07 / 18

Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

**6. RENT:**

Amount: Words: Three hundred and seventy dollars

\$ 370.00

Per (period): week

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 740.00 on 21 / 07 / 2017 with the

next payment of \$ 740.00 on 04 / 08 / 2017

and thereafter: \$ 740.00 on the Friday of each Fortnight

Payment ☒ Direct Debit ☐ Bank Deposit Book ☐ Internet Transfer ☐ Rent Card

Method: ☐ Bank Cheque ☒ Other DEFT Payment System

**Note:** Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

# Residential Property Tenancy Agreement: Schedule



## 7. BOND

Words: Two thousand, two hundred and twenty dollars

\$ 2,220.00

## 8. OUTGOINGS: (Clause 3.1.3)

☒ All water usage costs adjusted for the period of tenancy

All water usage costs in excess of \_\_\_\_\_ kL per annum, with such allowance to be adjusted for the period of tenancy

☒ All water supply charges adjusted for the period of tenancy

No charge for water

☒ Other (specify)

This invoice will be issued by Southgate Property Management and is due and payable, in full (the exact amount) within 14 days of the issue date.

This invoice will be issued to you via email. Should you change your email address throughout your tenancy, please advise your Property Manager immediately.

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service

Apportionment

## 9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises ☒ Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) ☒ Tenant

## 10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Isabela Dal Moro Ferreira (9)

Beatriz Dal Moro Ferreira (2)

## Pets Approved: (Clause 3.2.11)

☒ No

Yes Details: refer pet clause

## Repair Instructions:

☒ Always contact Agent

☐ Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

INITIALS



# Residential Property Tenancy Agreement: Schedule



## Additional Conditions:

☐ N/A ☒ As detailed below ☐ See annexure

### 1. SMOKE ALARMS:

The Tenant agrees to report immediately any suspected faults to any smoke alarm and keep the alarms free from dust and cobwebs to maximize their efficiency. The tenant agrees to not tamper with the alarm in any way.

### 2. GARDEN MAINTENANCE:

The Tenant agrees to maintain the garden and carry out regular lawn mowing, weeding, sweeping of leaves, removal of rubbish, raking of gravel and watering. In the event of negligence, the Tenant will be issued with a breach notice. If the notice is not complied with, the Tenant agrees to pay for all costs associated to remedy the breach.

### 3. SMOKING:

STRICTLY NO SMOKING INSIDE THE PREMISES.

### 4. VEHICLES:

Parking on lawns at any time is not permitted. Please also note that removal of oil from driveways, garages, carports, pathways etc., is a Tenant responsibility.

### 5. MISPLACED KEYS:

Should you lose the keys to your property or lock them inside the property, it is the Tenants responsibility to organise a locksmith to gain entry. If this occurs during our normal office hours (Monday-Friday 9am-5pm) you are permitted to use the office copy of the keys provided they are returned within 24 hours. Failure to return keys in the time provided will result in a locksmith attending the property to cut additional sets at the Tenants expense.

### 6. PETS:

The Tenant agrees not to keep ANY pets on the property unless approval in writing has been received from the Agent.

### 7. PICTURES:

No Bluetaq or sticky tape is to be placed on walls. Approval is to be obtained from the Landlord via the Agent for picture hooks to be placed on walls.

### 8. FINAL INSPECTION:

A final inspection will be conducted upon the cessation of the tenancy, at which time the Tenant agrees to ensure that all possessions are removed, property has been thoroughly cleaned and keys are returned.

### 9. SWIMMING POOL:

Under no circumstance will Southgate Property Management provide approval for the installation of any pool that is in excess of 300mm high, with or without filtration system.

### 10. EMERGENCY MAINTENANCE:

If you require URGENT assistance after 5pm on a weekday and/or a weekend, please phone 8386 1555. Emergency maintenance is defined by being dangerous or continuing to cause property damage if not dealt with immediately.

### 11. PLUMBING/ELECTRICAL:

The tenant accepts responsibility for the costs of any contractor required to remove a foreign object which blocks any toilet or drain within the premises. The tenant accepts responsibility for the cost of any contractor required to resume power within a rented premises if the problem is deemed to be an appliance belonging to the tenant.

### 12. APPLIANCE MANUALS:

The tenant acknowledges and accepts that they have received copies of instruction manuals as listed in the this Lease Agreement. These manuals MUST be returned at the end of the tenancy. Missing manuals will incur a fee of \$33.00 to reproduce.

### 13. ROUTINE INSPECTIONS:

Inspections are carried out on a regular basis generally every 12 weeks and you will be given 7-14 days written notice of your inspection date and time. This is an ideal time to report non urgent maintenance and we will look for your written request if left on your kitchen bench or table only should you be unable to be present at your inspection. A copy of your inspection report will be sent to you electronically and any areas of concern will be discussed with you either via email or telephone.

### 14. BREAK LEASE INFORMATION:

This is a fixed lease agreement and should you need to vacate early, costs will apply. This will include rent until the property is relet, marketing and letting fees proportionate to the lease term in accordance with the Residential Tenancies Act.

### 15. CONTENTS AND TENANCY INSURANCE

The tenant acknowledges that they are responsible for insuring their own contents. There are also Tenant Cover policies that provide legal liability cover in the event of a claim.

INITIALS

*[Handwritten initials and signatures]*

# Residential Property Tenancy Agreement: Terms and Conditions



## 1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

## 3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
  - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
  - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
- 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS



# Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
- 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
- 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13 place any advertisement, notice or sign on or in the Property;
- 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
- 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
- 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
  - 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
  - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
  - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
  - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
  - 3.3.5 use any communal laundry outside the times set by the Corporation.

## 4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

## 5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
  - 5.1.1 provide the Property in a reasonable state of cleanliness;
  - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
  - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
  - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
  - 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
  - 5.4.1 the rent will be increased to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_; and to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_; or
  - 5.4.2 the rent increase can be calculated by the following method (set out details):

## 6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS



# Residential Property Tenancy Agreement: Terms and Conditions



## 7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

## 8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

## 9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

# Residential Property Tenancy Agreement: Execution Page



## EXECUTED AS AN AGREEMENT

Dated this 10th Day of July 2017

### The Tenant(s) acknowledge receipt of:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Section 48 Notice                                     | <input checked="" type="checkbox"/> Keys (Number )                   |
| <input checked="" type="checkbox"/> A copy of this Agreement                              | <input checked="" type="checkbox"/> Remote control devices (Number ) |
| <input checked="" type="checkbox"/> Information Brochure (Residential Tenancies Act 1995) | <input type="checkbox"/> Strata Articles                             |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                  | <input type="checkbox"/> Community Title By-laws                     |
| <input checked="" type="checkbox"/> Manufacturers' Manuals - refer Annexure               | <input type="checkbox"/> Statutory Notice for Short Term Tenancy     |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                     | <input type="checkbox"/> Other                                       |
| <input checked="" type="checkbox"/> Additional Conditions Annexure                        | <input type="checkbox"/> Other                                       |

### SIGNED by the TENANT(s):

Tenant:

*Jerusa Dal Moro Ferreira*

Full Name (Print) Jerusa Dal Moro Ferreira, of 23 Parkview Circuit,

### SIGNED by the TENANT(s):

Tenant:

*Diego Fa*

Full Name (Print) Diego Macedo Ferreira, of 23 Parkview Circuit, S

Tenant:

*Jerusa Dal Moro Ferreira*

Full Name (Print) JERUSA DAL MORO FERREIRA

Tenant:

*Diego Fa*

Full Name (Print) DIEGO MACEDO FERREIRA

### SIGNED by or on behalf of THE LANDLORD

*Sarah Curtis*

Full Name (Print) Sarah Curtis

☒ Agent as authorised ☐ Landlord

### Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

Facility

Model/Name (if applicable)

Tenant acknowledges receipt of manual or instructions

## Air Conditioner

Samsung ducted



## Dishwasher

Fisher + Paykel

5

## Roller Door

Calderol motor

4

## Cooktop

## Fisher + Pavlikel gas



## Rangenhood

## Fisher + Paykel



oven

Fisher + Paykel

☒

## Hot Water Service

Eternity T20 gas



INITIALS



**NOTICE TO TENANT OF LEASE EXTENSION**

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Jerusa Dal Moro Ferreira

Tenant 2: Diego Macedo Ferreira

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 21A Norseman Street

Street 2:

Suburb: Port Noarlunga South

State: SA

Postcode: 5167

I give you notice that your current lease expires on 11 / 7 / 2024

(insert date)

Your current rent is \$ 495.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 6 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 10 / 01 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be \$ 540.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

with the first payment due on 12 / 07 / 2024

(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

☒ N/A☐ As detailed below☐ See annexure

Please sign and return this Notice to your Agent by 03 / 06 / 2024 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).**PLEASE NOTE:**

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

**NOTICE TO TENANT OF LEASE EXTENSION**

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

*Jerusa Dal Moro Ferreira*

Date: 21/05/2024

Tenant Name

Jerusa Dal Moro Ferreira

Signed by Tenant 2

*Diego Macedo Ferreira*

Date: 24/05/2024

Tenant Name

Diego Macedo Ferreira

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

Date: 24/05/2024

**IMPORTANT INFORMATION REGARDING SEARCHES**

---

Duncan Sande & Associates  
PO Box 3033  
NORWOOD SA 5067

**Attention Conveyancers**

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

**Please Note: Section 7 certificates remain valid for a 30 day period only.**

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S73273/2024**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

**The Land & Business (Sale & Conveyancing) Act, 1994**

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**TO:** Duncan Sande & Associates  
PO Box 3033  
NORWOOD SA 5067

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	114123
VALUER GENERAL NO	:	8615604923
VALUATION	:	\$590,000.00
OWNER	:	Mr Anthony Christopher Kerwick & Ms Julie-Ann Wright
PROPERTY ADDRESS	:	21A Norseman Street PORT NOARLUNGA SOUTH SA 5167
VOLUME/FOLIO	:	CT-6176/580
LOT/PLAN NUMBER	:	Community Plan Parcel 1 CP 40324
WARD	:	02 Mid Coast Ward

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Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:



## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

*The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.*

#### Development Act 1993 (repealed)

##### Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/2229/2014
Description	Demolition of existing dwelling and outbuildings and construction of a two-storey residential flat building comprising four dwellings each with a garage
Decision	Approved
Decision Date	13 July 2015

##### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The landscaping as detailed in plan titled lower floor level as amended 29 January 2015, shall be established prior to the occupation of the development, and shall be maintained in good condition at all times. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
3. All upper level windows on the southern elevation forming part of the submission, shall be permanently fitted with fixed and obscure glazing to a minimum height of 1500mm above the finished floor level, to the reasonable satisfaction of council prior to occupation of the development.
4. The dwellings shall not be occupied until all necessary infrastructure has been provided to the site of the dwellings, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
5. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
6. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the *Disability Discrimination Act 1992* and in accordance with the current Australian Standard 2890.1.
7. The new driveway invert shall comply with council standard SD420 and shall match the existing concrete footpath.
8. The stormwater outlet to the street water table shall comply with council standard SD213 and SD214.
9. The horizontal timber slat fence located on the boundary adjacent dwelling 2 shall be extended along the proposed boundary between dwelling 2 and dwelling 3. This shall be shown on the plans submitted for Development Approval.
10. Any redundant vehicle crossovers shall be reinstated with matching kerb and verge treatments to council's standards and satisfaction.
11. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site

- ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure
- ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

#### Building Conditions

1. The rooftrusses shall:
  - be a proprietary product designed by a trained user using certified software complying with ABCB Protocol for Structural Software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
  - have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters
  - be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturer's specification,
  - be transported stored, erected and installed in accordance with AS4440 and the manufacturer's specification

### Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation NO

### Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation NO

### Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

## Planning, Development and Infrastructure Act 2016

### *Part 5 – Planning and Design Code*

#### **Zones**

General Neighbourhood (GN)

#### **Subzones**

No

Zoning overlays

#### **Overlays**

#### **Affordable Housing**

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

#### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

#### **Hazards (Flooding - Evidence Required)**

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

#### **Native Vegetation**

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

#### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

#### **Prescribed Wells Area**

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

### **Regulated and Significant Tree**

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

### **Stormwater Management**

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

### **Urban Tree Canopy**

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

*Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.*

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

*The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.*

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

### *Section 127*

Condition (that continues to apply) of a development authorisation NO

## **Part 2—Items to be included if land affected**

### **Development Act 1993 (repealed)**

#### *Section 50(1)*

Requirement to vest land in council to be held as open space NO

#### *Section 50(2)*

Agreement to vest land in council to be held as open space NO

#### *Section 55*

Order to remove or perform work NO

#### *Section 56*

Notice to complete development NO

#### *Section 57*

Land management agreement NO

<i>Section 69</i> Emergency order	NO
<i>Section 71 (only)</i> Fire safety notice	NO
<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
<b>Fire and Emergency Services Act 2005</b>	
<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
<b>Food Act 2001</b>	
<i>Section 44</i> Improvement notice <i>issued against the land</i>	NO
<i>Section 46</i> Prohibition order	NO
<b>Housing Improvement Act 1940 (repealed)</b>	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
<b>Land Acquisition Act 1969</b>	
<i>Section 10</i> Notice of intention to acquire	NO
<b>Local Government Act 1934 (repealed)</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
<b>Local Government Act 1999</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	

## Local Nuisance and Litter Control Act 2016

### *Section 30*

Nuisance or litter abatement notice issued against the land NO

## Planning, Development and Infrastructure Act 2016

### *Section 139*

Notice of proposed work and notice may require access NO

### *Section 140*

Notice requesting access NO

### *Section 141*

Order to remove or perform work NO

### *Section 142*

Notice to complete development NO

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

Requirement to vest land in a council or the Crown to be held as open space NO

### *Section 198(2)*

Agreement to vest land in a council or the Crown to be held as open space NO

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

### *Section 214(6), 214(10) or 222*

Enforcement order NO

## Public and Environmental Health Act 1987 (repealed)

### *Part 3*

Notice NO

### *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked*

Part 2 – Condition (that continues to apply) of an approval NO

### *Public and Environmental Health (Waste Control) Regulations 2010 revoked*

Regulation 19 - Maintenance order (that has not been complied with) NO

## South Australian Public Health Act 2011

### Section 92

Notice

NO

### South Australian Public Health (Wastewater) Regulations 2013

NO

Part 4 – Condition (that continues to apply) of an approval

## Particulars of building indemnity insurance

NO

Details of Building Indemnity Insurance still in existence for building work on the land

## Particulars relating to environment protection

### Further information held by council

Does the council hold details of any development approvals relating to:

NO

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

### Note –

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A “YES” answer to paragraph (a) of the question may indicate that a potentially contaminating activity has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that –

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

## General

### Easement

NO

Does a drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the easement?

NO

### Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

### Caveat

NO

## Other

Charge for any kind affecting the land (not included in another item)

NO

***PLEASE NOTE:***

*The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*

This statement is made the 13 September 2024

A handwritten signature in black ink, appearing to read 'C Bonham', with a horizontal line extending to the right.

Cherie Bonham  
Team Leader for Development Support

**AUTHORISED OFFICER**



ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2605679

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

## DATE OF ISSUE

16/09/2024

## ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

## OWNERSHIP NUMBER

1926046\*

## OWNERSHIP NAME

J WRIGHT & A KERWICK

## PROPERTY DESCRIPTION

21A NORSEMAN ST / PORT NOARLUNGA SOUTH SA 5167

## ASSESSMENT NUMBER

8615604923

## TITLE REF.

(A "+" indicates multiple titles)

CT 6176/580

## CAPITAL VALUE

\$590,000.00

## AREA / FACTOR

R4  
1.000

## LAND USE / FACTOR

RE  
0.400

## LEVY DETAILS:

## FINANCIAL YEAR

2024-2025

## FIXED CHARGE

## + VARIABLE CHARGE

## - REMISSION

## - CONCESSION

## + ARREARS / - PAYMENTS

## = AMOUNT PAYABLE

\$ 50.00  
\$ 222.30  
\$ 136.90  
\$ 0.00  
\$ 0.00  
\$ 135.40

## Please Note:

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. It is not the due date for payment.

## EXPIRY DATE

15/12/2024



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

## PAYMENT REMITTANCE ADVICE

## OWNERSHIP NUMBER

1926046\*

## OWNERSHIP NAME

J WRIGHT & A KERWICK

## ASSESSMENT NUMBER

8615604923

## AMOUNT PAYABLE

\$135.40

## AGENT NUMBER

100018849

## AGENT NAME

DUNCAN SANDE & ASSOCIATES

## EXPIRY DATE

15/12/2024

+80013397260022> +001571+ <0551070126> <0000013540> +444+



**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE****Online at:****OR****By Post to:****[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)****RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001**

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2605679

**DATE OF ISSUE**

16/09/2024

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

J WRIGHT &amp; A KERWICK

**FINANCIAL YEAR**

2024-2025

**PROPERTY DESCRIPTION**

21A NORSEMAN ST / PORT NOARLUNGA SOUTH SA 5167

**ASSESSMENT NUMBER**

8615604923

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6176/580

**TAXABLE SITE VALUE**

\$230,000.00

**AREA**

0.0190 HA

**DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:**

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= <u>AMOUNT PAYABLE</u></b>	\$	<b>0.00</b>			

**Please Note:**

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

**ON OR BEFORE****15/12/2024****Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

**CERTIFICATE OF LAND TAX PAYABLE****PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001

T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

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**For your information:**

**Section 187 certificate update request free of charge (One Update):**

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

**BPAY biller code added to searches to enable electronic settlement of funds**

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

**How to advise us of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

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**LOCAL GOVERNMENT RATES SEARCH**


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**TO:** Duncan Sande & Associates  
PO Box 3033  
NORWOOD SA 5067

16 September 2024

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 79191  
 Valuer General No : 8615604923  
 Valuation : \$590,000.00  
 Owner : Mr Anthony Christopher Kerwick & Ms Julie-Ann Wright  
 Property Address : 21A Norseman Street PORT NOARLUNGA SOUTH SA 5167  
 Volume/Folio : CT-6176/580  
 Lot/Plan No : Community Plan Parcel 1 CP 40324  
 Ward : 02 Mid Coast Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Rates balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

**Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:**

<b>Total Rates Levied 2024-2025</b>	<b>\$1,916.64</b>
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If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$479.64
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$1,437.00
Property Related Debts	\$0.00

**BPAY Biller Code:** 421503  
**Ref:** 1559480791918

**TOTAL BALANCE****\$1,437.00**

**AUTHORISED OFFICER**  
Dylan Kastelanac

This statement is made the 16 September 2024

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 15604 92 3	CT6176580	16/9/2024	198	2605679

DUNCAN SANDE & ASSOC  
PO BOX 3033  
NORWOOD SA 5067  
office@duncansande.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: A C KERWICK & J WRIGHT  
Location: 21A NORSEMAN ST PORT NOARLUNGA SOUTH LT1 C40324  
Description: 5HG Capital \$ 590 000  
Value:  
Rating: Residential

### Periodic charges

Raised in current years to 30/9/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/7/2016	Water rates	:	78.60
Sewer main available: 1/7/2016	Sewer rates	:	91.75
	Water use	:	111.51
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	281.86CR
	Balance outstanding	:	0.00

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 78.60 Sewer: 91.75 Bill: 4/12/2024

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 23/05/2024.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

## South Australian Water Corporation

Name:  
A C KERWICK & J WRIGHT

Water & Sewer Account  
Acct. No.: 86 15604 92 3

Amount: \_\_\_\_\_

Address:  
21A NORSEMAN ST PORT NOARLUNGA  
SOUTH LT1 C40324

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8615604923



Bill code: 8888  
Ref: 8615604923

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.  
SA Water account number: 8615604923



**Government of  
South Australia**

**South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)



Level 13, 431 King William Street  
Adelaide SA 5000

COMMUNITY CORPORATION NO. 40324 INC.  
21A NORSEMAN STREET  
PORT NOARLUNGA SOUTH SA 5167

## Policy Schedule

### CHU Community Association Insurance Plan

<b>Policy Number</b>	CA0006133992
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>The Insured</b>	COMMUNITY CORPORATION NO. 40324 INC.
<b>Situation</b>	21A NORSEMAN STREET PORT NOARLUNGA SOUTH SA 5167
<b>Policy Period</b>	18/09/2024 to 18/09/2025 at 4:00pm

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## Policies Selected

### Policy 1 – Community Property

Community property: \$10,000  
Community income: \$1,500  
Common area contents: \$0

### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

### Policy 5 – Office Bearers' Legal Liability

Not Selected

### Policy 6 – Machinery Breakdown

Not Selected

### Policy 7 – Catastrophe Insurance

Not Selected

### Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000  
Part B: Appeal expenses – common property health & safety breaches: \$100,000  
Part C: Legal Defence Expenses: \$50,000





**Flood Cover is included.**

### **Flood Cover Endorsement**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

### **Excesses**

#### **Policy 1 – Community Property**

Standard: \$500

Other excesses payable are shown in the Policy Wording.

### **Premium**

Base Premium	\$312.01
Levies	\$0.00
GST	\$41.19
Stamp Duty	\$37.75
Admin Fee	\$100.00
<b>Total Payable</b>	<b>\$490.95</b>

Date of Issue

20/09/2024

Refer to **Important Information** below for excess descriptions and confirmation of cover. Please refer to your Product Disclosure Statement and Policy Wording QM563 - 1023 for further terms and conditions that apply.



## Important Information

### Confirmation of cover

The cover provided by this schedule forms part of your contract of insurance and is in force for the Period of Insurance shown. Cover is subject to the policy terms, conditions, limitations and exclusions. Please refer to your policy document and PDS.

### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

#### Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

#### Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.



Level 13, 431 King William Street  
Adelaide SA 5000

COMMUNITY CORPORATION NO. 40324 INC.  
21A NORSEMAN STREET  
PORT NOARLUNGA SOUTH SA 5167

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>CA0006133992</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	18/09/2024 to 18/09/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 40324 INC.
<b>Situation</b>	21A NORSEMAN STREET PORT NOARLUNGA SOUTH SA 5167

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### Policies Selected

#### Policy 1 – Community Property

Community property: \$10,000  
Community income: \$1,500  
Common area contents: \$0

#### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Not Selected

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000  
Part B: Appeal expenses – common property health & safety breaches: \$100,000



Part C: Legal Defence Expenses: \$50,000

**Flood Cover is included.**

**Flood Cover Endorsement**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

20/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Community Association Insurance Plan



Product Disclosure Statement  
and Policy Wording



# Community Association Insurance Plan



## Contents

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Date of preparation: 12 July 2023

Date effective: 1 October 2023

QM563 - 1023



Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different Excess payments that can apply. The following tables show a summary of these limits and Excesses.

This summary does not include all details of the limits that apply and You must refer to each limit or Excess individually for the full details.

#### Sub-limit (\$) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Emergency cost of minimising loss</b> Reasonable repair costs to minimise insured loss and avoid further losses	No more than \$2,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 1e - Cost of reletting</b> When You have leased out Your Community Property/Home We will pay reasonable reletting costs if due to Damage it is made unfit to be occupied for its intended purpose	Up to \$1,500
<b>Policy 1 – Community Property</b>	<b>Special Benefit 1f - Meeting room hire</b> For the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Community Property and/or Home	Up to \$5,000 for the cost of hiring temporary meeting room facilities
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 2 - Alterations/additions</b> When You make alterations, additions or renovations to Your Community Property and/or Home during the Period of Insurance	Up to \$100,000 for Damage to such alterations, additions or renovations
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 5 - Electricity, gas, water and similar charges – excess costs</b> For the cost of increased usage, accidental discharge or additional management charges of electricity, gas, sewerage, oil and water You are required to pay following Damage to Community Property	Up to \$2,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 6 - Electricity, gas, water and similar charges – unauthorised use</b> In any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use	Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
<b>Policy 1 – Community Property</b>	<b>Special Benefit 7 - Environmental improvements</b> For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$10,000 for the cost of additional environmental improvements
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 8 of Policy 1 and Special Benefit 9 of Policy 9 - Exploratory costs, Replacement of defective parts</b> <ul style="list-style-type: none"> <li>repairing or replacing the defective part or parts of such tanks, apparatus or pipes</li> <li>rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid</li> </ul>	<ul style="list-style-type: none"> <li>to a limit of \$1,000</li> <li>to a limit of \$1,000</li> </ul>
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 9 of Policy 1 and Special Benefit 10 of Policy 9 - Fallen trees</b> Reasonable professional costs You necessarily incur for removal and disposal of trees or branches that have fallen and caused Damage to Your Community Property	Up to \$5,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 11 of Policy 1 and Special Benefit 13 of Policy 9 - Keys, lock Replacement</b> Reasonable costs in re-keying, re-coding locks or replacing locks if keys to Your Community Property and/or Home are stolen as a consequence of forcible entry	Up to \$5,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 12 of Policy 1 and Special Benefit 14 of Policy 9 - Landscaping</b> Reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation Damaged by a claimable Event	Up to \$10,000
<b>Policy 1 – Community Property</b>	<b>Special Benefit 13 - Lot Owner's contributions and fees</b> For contributions, levies, maintenance and other fees required to be paid by individual Lot Owners should they be unable to be collected if their Home is made unfit to be occupied for its intended purposes by Damage admitted as a claim	Up to \$2,000 a Lot
<b>Policy 1 – Community Property</b>	<b>Special Benefit 14 - Money</b> Loss of Your money whilst in personal custody of an Office Bearer, committee member or Your Community Association Manager/Agent	Up to \$10,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 15 of Policy 1 and Special Benefit 16 of Policy 9 - Mortgage discharge</b> To discharge any mortgage over Your Community Property and/or Home if it becomes a total loss and is not replaced	Up to \$5,000



# Community Association Insurance Plan



POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
<b>Policy 1 – Community Property</b>	<b>Special Benefit 16 - Personal property of others</b> Pay up to the Indemnity Value of other's personal property which is Damaged by an Event admitted as a claim while in Your physical or legal control	Up to \$10,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 17 - Pets, security dogs</b> Costs incurred for boarding pets or security dogs if Your Community Property and/or Home is rendered unfit for its intended purpose by Damage to Community Property and/or Home admitted as a claim	Up to \$1,000
<b>Policy 1 – Community Property</b>	<b>Special Benefit 19 - Damaged office records</b> Reasonable expenditure You incur in collating, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Community Property which are Damaged by a claimable Event	Up to \$50,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 20 of Policy 1 and Special Benefit 19 of Policy 9 - Removal, storage costs</b> Reasonable costs You incur in removing and storing undamaged portion of Your Community Property and/or Home and then returning to the Situation following Damage to Your Community Property and/or Home admitted as a claim	Up to \$10,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 21 of Policy 1 and Special Benefit 20 of Policy 9 - Removal of squatters</b> Legal fees incurred to repossess Your Community Property and/or Home if squatters are living in it	Up to \$1,000 any one Period of Insurance
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 22 of Policy 1 and Special Benefit 21 of Policy 9 - Title deeds</b> Reasonable costs to replace Title Deeds to Your Community Property and/or Home if Damaged by a claimable Event	up to \$5,000
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 23 of Policy 1 and Special Benefit 22 of Policy 9 - Water removal from basement</b> Reasonable costs You incur in removing water from basement or undercroft areas of Your Community Property and/or Home if such inundation is directly caused by Storm or Rainwater	Up to \$2,000
<b>Policy 7 – Catastrophe Insurance</b>	<b>Special Benefits</b> Total amount payable under Policy 7 for Special Benefits 1 to 3	The combined total amount We will pay under Special Benefits 1 to 3 is limited to 15% of the Sum Insured shown in the Schedule for Policy 7 or such other percentage as We may agree in writing
<b>Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses</b>	<b>Additional Benefit 1 - Record Keeping Audit</b> Professional Fees You reasonably incur with Our written consent, which will not be unreasonably withheld in connection with a Record Keeping Audit	Up to \$1,000 in any one Period of Insurance for Professional Fees
<b>Policy 9 – Lot Owners' Homes</b>	<b>Special Benefit 7 - Emergency accommodation</b> For reasonable cost of emergency accommodation should Your Home be made unfit to be occupied or access is prevented as a result of Damage from a claimable Event	Up to \$1,500
<b>Policy 9 – Lot Owners' Homes</b>	<b>Special Benefit 8 - Environmental improvements</b> For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$2,000 for the cost of additional environmental improvements
<b>Policy 9 – Lot Owners' Homes</b>	<b>Special Benefit 12 - Funeral expenses</b> If You or a family member permanently residing with You in Your Home dies as a direct consequence of Damage to Your Home	Up to \$5,000
<b>Policy 9 – Lot Owners' Homes</b>	<b>Special Benefit 15 - Modifications</b> For modifications to Your Home if You are physically injured and become a quadriplegic or paraplegic as a direct consequence of Damage to Your Home admitted as a claim	Up to \$25,000

#### Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 1c - Disease, murder and suicide</b> If You are not permitted to occupy Your Community Property and/or Home by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to: <ul style="list-style-type: none"> <li>the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;</li> <li>a human infectious or contagious disease, except for communicable disease;</li> <li>murder or suicide;</li> </ul> occurring at Your Situation	Not exceeding a maximum of 30 days
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Special Benefit 1d - Failure of supply services</b> If Your Community Property and/or Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 or Policy 9	Provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, not exceeding a maximum of 30 days

#### Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
<b>Policy 1 – Community Property and Policy 9 - Lot Owners' Homes</b>	<b>Earthquake Excess</b>	\$500, or the Excess amount shown in the Policy Schedule, whichever is greater
<b>Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses</b>	<b>Additional Excess</b> This Excess applies to each and every Claim made under Policy 8 Part C	\$1,000 unless otherwise shown in the Policy Schedule

# Community Association Insurance Plan



## Product Disclosure Statement (PDS)

This PDS was prepared on the 12th July 2023.

### Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

### About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE). QBE Insurance (Australia) Limited is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

We have authorised the information contained in this PDS.

### QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good™, We invest a portion of customer premiums into investments that have additional social or environmental features. So, when You choose Us as Your Insurer, Your Premium automatically does some good.

### About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance underwriting agency and holds an Australian Financial Services Licence (AFS Licence No: 243261).

CHU iSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

### Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

### For more information or to make a claim

Please contact CHU to make a claim. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

### Claims made and Notified Insurance

Policy 5 – Office Bearers' Legal Liability and Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

### Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail from whom We collect personal information, as well as where We store it and the full list of ways We could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

You can view CHU's Privacy Policy at [www.chu.com.au](http://www.chu.com.au) or obtain a copy by contacting CHU's / Steadfast's Privacy Officer at:

Phone:	+61 2 9307 6656
Email:	<a href="mailto:privacyofficer@steadfastagencies.com.au">privacyofficer@steadfastagencies.com.au</a>
Post:	PO Box A2016, Sydney South NSW 1235

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

## What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
  - what makes up the insurance i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see Policies 1 to 9);
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Policies 1 to 9);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

## Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

### Policy 1 – Community Property

We insure You up to the Sum Insured shown in the Schedule for Policy 1 for Damage to Your Community Property (Building and Common Area Contents) that occurs during the Period of Insurance not otherwise excluded in the Policy.

If the Sum Insured is not exhausted, We will also pay for the costs or fees incurred as a result of Damage to Your Community Property under Policy 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Policy 1.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

### Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with Your Business or an operative Additional Benefit that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Policy.

### Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause, results in one of the insured events as set out in the Table of Benefits.

### Policy 4 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 4 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

### Policy 5 – Office Bearers' Legal Liability

We will respond to any claim first made against an Office Bearer in respect of legal liability for any claim made against them.

The amount payable in respect of all Claims under Policy 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

### Policy 6 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 6 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 6.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 6. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 6.

### Policy 7 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 7 for any increase in the Replacement cost of Your Community Property following a loss which occurs during the Period of Insurance:

- due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than 60 days after the Catastrophe; and
- the Event giving rise to the loss is admitted as a claim under Policy 1 – Community Property.

### Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 8 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

### Policy 9 – Lot Owners' Homes

Lot Owners' Homes are covered for Damage that occurs during the Period of Insurance. This cover also includes Additional and Special Benefits up to specified limits.

# Community Association Insurance Plan



## Important information You should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

## Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

- a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- b. the actual or alleged use or presence of asbestos;
- c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

## Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Community Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Community Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

## The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Community Property;
- Your insurance history.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out in the Schedule.

## Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

## Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

## A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions – What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident - see Claims Conditions – What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy - see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

## Other costs, fees and charges



Other costs, fees and charges which may be applicable to the purchase of the Policy include:

#### Administration Fee

An administration fee is payable by You for each policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

#### Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the Policy.

#### Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

#### Confirming transactions

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

#### Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

#### How to make a claim

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Community Property and/or Home and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the Damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or

property;

- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

#### Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us in writing or by email.

This cooling off right does not apply if You have made or are entitled to make a claim.

#### Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

#### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au) and at [chu.com.au](http://chu.com.au)

#### Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

#### Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to <https://www.chu.com.au/resource/complaints-and-disputes>

#### Step 2 – Customer Relations

# Community Association Insurance Plan



If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Internal Dispute Resolution Team directly:

Phone:	1300 193 174
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

### Step 3 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how We deal with complaints on Our website at [www.chu.com.au/resource/complaints-and-disputes/](http://www.chu.com.au/resource/complaints-and-disputes/) or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

### Complaints just about privacy

You can view CHU's Privacy Policy at [www.chu.com.au](http://www.chu.com.au) or obtain a copy by contacting CHU's Privacy Officer at:

Phone:	1300 289 248
Email:	compliance@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059

### Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

### Contact CHU

Phone:	1300 361 263
Email:	info@chu.com.au

### Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone:	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online:	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

### Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Community Property and/or Home. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

### Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

### GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

- the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU);
- the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

## Policy Wording

### Our Agreement

The agreement between You and Us consists of:

- a. the PDS and Policy Wording;
- b. the Schedule; and
- c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

### How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

### General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Policies. These words will be defined in those Policies.

#### Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

#### Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

#### Catastrophe

means an Event which is sudden and widespread and which causes substantial Damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

#### Common Area

means the area at Your Situation that is not part of any Lot.

#### Community Association

means the owner(s) of Your Community Property and Common Area incorporated under the Community Titles Act, Body Corporate and Communities Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

#### Community Association Manager/Agent

means the person or other entity appointed in writing by Your Community Association with delegated functions including the authority to act as an Office Bearer in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

#### Community Income

means money received for:

- a. Rent, lease or other charges payable by any person or entity for the use of occupation of Community Property;
- b. services disclosed in the application and We agree to cover; or
- c. services subsequently advised to Us and We agree to cover.

In this definition 'Rent' or 'lease' means an amount of money calculated on the basis of the annual rentable or lease value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the Damage.

Community Income does not include money due as contributions, maintenance fees or levies payable by Lot Owners in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

#### Community Property

means:

- a. building or buildings as defined by the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated, including:
  - i outbuildings;
  - ii fixtures and structural improvements;
  - iii in-ground pools and spas;
  - iv marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
  - v satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
  - vi underground and overhead services within the Common



# Community Association Insurance Plan



Area but not those services contained within the boundaries of a Lot Owner's Lot.

- b. Common Area Contents** (but not so as to limit the generality thereof):
- i furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
  - ii built-in or free standing appliances such as dishwashers, washing machines and dryers, other electrical items;
  - iii carpets (whether fixed or unfixed), floor rugs;
  - iv swimming pools or spas that are not in-ground;
  - v swimming pool or spa covers and accessories;
  - vi wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered; that You own or have legal responsibility for:
- at, in or adjacent to Your Situation, or
  - temporarily removed elsewhere in Australia including transit to and from Your Situation.

Community Property does not include:

- aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- money, other than as covered under Special Benefit 14 of Policy 1;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 12 of Policy 1.

## Contents

means (but not so as to limit the generality thereof) Lot Owner's business and personal effects, furniture, furnishings, carpets, floor rugs, machinery, plant and stock.

## Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency after the deduction of any compensation payable by any public or statutory authority.

## Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.

## Declared Value Statement

means the statement supplied to Us at the commencement of cover, at the inclusion of any additional Home Building, and on each renewal which shows details of:

- a. the Home Buildings to be insured;
- b. any other interested party; and
- c. the monetary amount of cover required under A to D of Policy 9 for each Home Building.

The total of these monetary amounts appears in the Schedule as the

Sum Insured.

Should this Sum Insured be amended during any Period of Insurance or at Renewal without a new Declared Value Statement being provided, the amount applying to any one Home will be adjusted in direct proportion to the amended Sum Insured.

## Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

## Electronic Data

means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

## Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

## Erosion

means being worn or washed away by water, ice or wind.

## Escalation in the Cost of Temporary Accommodation

means the difference between:

- a. the amount of money payable for rental of accommodation of substantially the same size containing similar facilities and in an equivalent suburban environment as Your Community Property or Home following a Catastrophe or loss from another Event claimable under Policy 7 or Part D of Policy 9 which occurs no later than 60 days thereafter; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe or other loss not occurred.

## Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage, or series of Damage happening from that one Event, that is claimable under this Policy.

## Excess

means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

## Extra Expenses

means the costs and expenses in excess of normal operating costs and expenses which are necessarily incurred following Damage to minimise disruption to or maintain the Service or Services provided.

Extra Expenses include the reasonable cost of:

- additional cost of alternative accommodation;
- relocation expenses;
- modifying alternative accommodation to suit Your requirements;
- hiring temporary furniture, fittings and equipment; and
- any other cost or expense as We may reasonably agree. To obtain Our agreement it must be justified to Us that such expenditure is necessary to minimise disruption to or maintain the Service or Services provided.

In this definition, 'normal operating costs and expenses' means those costs and expenses which were incurred in providing the Service or Services during the 12 months (or annual equivalent if the operating period was less than 12 months) immediately prior to the Damage.

#### **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.

#### **Fusion**

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

#### **Home, Homes**

means the building, buildings which is occupied primarily for residential purposes, including use as a home office including:

- outbuildings;
- fixtures and structural improvements;
- in-ground swimming pools and spas;
- marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
- satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- underground and overhead services that are for the exclusive use of the Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

#### **Indemnity Value**

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide

You with details of Our calculation if requested by You.

#### **Land Value**

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

#### **Lot/Lots**

means an area shown on a plan as a lot in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated.

#### **Lot Owners, Lot Owners'**

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where their Lot is situated.

#### **Members**

means and is limited to the interest of Proprietors, Members or Lot Owners in respect of the ownership of Your Community Property in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

#### **Occurrence**

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

#### **Period of Insurance**

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

#### **Personal Injury**

means:

- bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- false arrest, wrongful detention, false imprisonment or malicious persecution;
- wrongful entry or eviction or other invasion of the right of privacy;
- a publication or utterance of defamatory or disparaging material;
- assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

# Community Association Insurance Plan



## Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

## Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

Waste includes material to be recycled, reconditioned or reclaimed.

## Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST), fees, duties and charges as applicable.

## Property Damage

means:

- a. physical Damage to or destruction of tangible property including its loss of use following such physical Damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

## Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

## Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

## Replacement

means:

- a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b. the extra costs necessarily incurred to alter or upgrade Damaged Community Property and/or Home to comply with public, statutory or Environmental Protection Authority requirements, but does not include:
  - i any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - ii any extra costs to alter or upgrade any portion of Your undamaged Community Property and/or Home if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Community Property and/or Home been totally destroyed.

## Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- a. the Policy Schedule;
- b. the renewal notice You have paid;
- c. the Endorsement(s) sent to You.

## Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals QC, KC or SC in any one or more superior courts in Australia or New Zealand.

## Service, Services

means:

- a. maintenance services such as caretaking, Lot inspection, cleaning, repairing or mowing;
- b. communication services such as the installation and supply of telephone, intercom, computer or television;
- c. domestic services such as garbage removal, air-conditioning or heating;
- d. other services disclosed in the application and We agree to cover; or
- e. services subsequently advised to Us and We agree to cover;

that are provided for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots in Your community scheme.

## Situation

means the land at the address(es) shown in the Schedule where:

- a. Your Community Property is situated; and
- b. for Homes, the situation of the Lots forming part of Your Community scheme as shown on the Declared Value Statement and in the Schedule.

## Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

## Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

## Sum Insured, Limit of Liability

means the amount shown in the Schedule for the Policies We have agreed to cover and is the maximum amount We will pay, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Policies during the Period of Insurance, unless otherwise stated in a Policy.

However the maximum amount We will pay for any one Home for loss, Damage or liability arising out of one Event is limited to the amount shown on the Declared Value Statement and in the Schedule for that Home.

## Temporary Accommodation

means, as regards to any Community Property or any Home Building occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

## Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

### **Tsunami**

means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

### **Vehicle, Vehicles**

means:

- a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and
- b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

### **Voluntary Worker**

means a person engaged solely in work or duties on behalf of Your Community Association without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

### **Watercraft**

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

### **Wear and Tear**

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

### **We, Our, Us, the Insurer**

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

### **You, Your, Yours**

means:

- a **in respect of Policy 1:**  
the Community Association named in the Schedule including the interest therein of Members.
- b **in respect of Policy 2:**  
the Community Association named in the Schedule including:
  - i the interest therein of Members;
  - ii the organisers of recreational activities in respect of Additional Benefit 5 of Policy 2;
  - iii a Voluntary Worker whilst engaged solely in work or duties on behalf of Your Community Association named in the Schedule, but excludes Office Bearers whilst acting in that capacity.
- c **in respect of Policies 3, 4, 6, 7 and 8:**  
the Community Association named in the Schedule.
- d **in respect of Policy 5:**  
the past, present or future Office Bearers and/or committee members of Your Community Association named in the Schedule including those persons:
  - i estate, heirs, legal representative or assigns;
  - ii legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Community Association Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

### **e in respect of Policy 9:**

the owner of a Home Building shown on the Declared Value Statement and Schedule.

## **General Conditions**

These General Conditions apply to all Policies. In addition to these General Conditions, each Policy will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

### **1. Acts or omissions of Your Community Association Manager/ Agent**

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Community Association Manager/Agent while acting on Your behalf.

### **2. Tell Us when these things change**

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions on:
  - Community Property that exceed \$500,000; or
  - a Lot Owner's Home that exceeds \$250,000; or
- You have cranes, hoists or similar attached to the Community Property or Home, or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

### **Changes to Your cover**

If You request any change to cover (e.g. You choose to add a Policy or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when You have paid the additional Premium by the due date We give to You.

If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.



# Community Association Insurance Plan



## Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- Under Policy 1 – Community Property, if You are carrying out construction works, alterations or additions that exceed \$500,000 that are unacceptable under Our underwriting rules and processes; or
- Under Policy 9 – Lot Owners' Homes, if You are carrying out construction works, alterations or additions that exceed \$250,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Community Property or Home, or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

## 3. Cancellation - how Your Policy may be cancelled

### Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU administration fees.

### Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the Insurance Contracts Act 1984 (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

## 4. Goods and Services Tax – how it affects any payments We make

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

- a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.
- b. registered for GST:
  - and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
  - when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
  - where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST

amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

## 5. Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

## 6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

## 7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured;
- c. to Policy 5 – Office Bearers’ Legal Liability;
- d. to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Community Property .

## 8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

## 9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action.

Where required and within reason, You may need to contribute to legal costs in some circumstances.

## 10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

- a. one and the same act, error or omission; or
- b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

## 11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

- i You were not aware of the failure or misrepresentation;
- ii as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and
- iii the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

## 12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

### 1. Act of Terrorism

Any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

### 2. Asbestos

Liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

### 3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 19 – Damaged office records, under Policy 1.

### 4. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

### 5. Nuclear

Ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

### 6. War, expropriation

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

### 7. Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### 8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

# Community Association Insurance Plan



## 9. Cyber incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

## 10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

## Claims Conditions

### 1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- a. take all reasonable steps to reduce the damage and to prevent any further damage;
- b. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

### 2. What You must not do

Whatever the circumstances You must not:

- a. admit guilt or fault (except in court or to the police);
- b. offer or negotiate to pay a claim;
- c. admit or deny liability;
- d. dispose of any damaged items without first seeking Our approval.

If You do then We will reduce Our liability to the extent of any prejudice caused by Your acts.

### 3. How to make a claim

When You make a claim You may reasonably be required to:

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;
- d. be interviewed about the circumstances of the claim;
- e. allow Us to inspect Your Community Property and/or Home and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

### 4. Claim preparation costs and fees

We will pay up to \$30,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

### 5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency cost of minimising losses of Policy 1 – Community Property, or Additional Benefit 2 – Emergency cost of minimising losses – Policy 9 – Lot Owners' Homes, You are not authorised to commence repairs without Our approval, which We will not unreasonably withhold.

### 6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Damaged Community Property and/or Home that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

### 7. You must assist Us

Where reasonable You must:

- a. comply with all the requirements of this Policy; and
- b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

#### **8. False or misleading information**

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the police for further investigation.

#### **9. Salvage value**

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

#### **10. Contribution and other insurance**

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

#### **11. Preventing Our right of recovery**

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.





## Policy 1 - Community Property

### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Policy 1 in the Schedule for Damage to Your Community Property which occurs during the Period of Insurance.

### Additional Benefits

When the Sum Insured under Policy 1 is not otherwise expended We will pay the following incurred as a result of Damage to Your Community Property that is admitted as a claim under Policy 1 for:

#### 1. Architects' and professional fees, removal of debris

- a. the cost of architects' fees, surveyors' fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Community Property (including debris required to be removed from adjoining or adjacent public or private land), and anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Community Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Community Property.

#### 2. Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$2,000 for this Additional Benefit unless You first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

#### 3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Community Property, but We will not pay for any fine or penalty imposed by any such authority.

#### 4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

#### 5. Temporary protection

The reasonable cost You incur of temporary protection and safety of Your Community Property and persons who reside at Your Community Property.

Unless You obtain Our written consent, which We will not unreasonably withhold, prior to You incurring these costs, the most We will pay for this Additional Benefit is \$5,000.

#### 6. Tsunami Damage

Loss or Damage to Your Community Property caused by a Tsunami.

#### 7. Emergency services

Damage to Your Community Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Community Property in the lawful pursuit of their duty.

### Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Policy 1.

#### 1. Temporary Accommodation / Community Income / contributions

##### a. Temporary Accommodation

When You occupy Your Community Property We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Community Property is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Community Property that is admitted as a claim under Policy 1; or
- ii reasonable access to or occupancy of Your Community Property being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. from the time of the Event until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Community Property is re-established.

##### b. Community Income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property We will pay the actual Community Income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Community Property that is admitted as a claim under Policy 1; or
- ii reasonable access to or occupancy of Your Community Property being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Community Property is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause b.ii. from the time of the Event until the time when access to Your Community Property is re-established.

##### c. Disease, murder and suicide

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne

pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;

- a human infectious or contagious disease, except for communicable disease;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

**d. Failure of supply services**

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Community Income You lose;

if Your Community Property is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

**e. Cost of reletting**

When You have leased out Your Community Property We will pay reasonable reletting costs up to \$1,500 if Your Community Property is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Community Property that is admitted as a claim under Policy 1; and
- ii Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Community Property they previously leased.

**f. Meeting room hire**

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Community Property due to Damage to Your Community Property that is admitted as a claim under Policy 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

**The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Community Income / contributions – a. to f. arising out of any one Event that is admitted as a claim under Policy 1 is limited to 15% of the Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.**

**2. Alterations/additions**

When You make alterations, additions or renovations to Your Community Property during the Period of Insurance We will during the construction period pay up to \$100,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 provided:

- i the value of such work does not exceed that amount; or
- ii You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar

insurance policy that insures material Damage and liability risks.

**3. Arson reward**

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious Damage provided such Damage to Your Community Property is claimable under Policy 1.

We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

**4. Fusion of motors**

We will pay for the cost of repairing or replacing an electric motor forming part of Your Community Property which has been Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working.

**How We will settle Your Fusion claim**

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing Your Community Property;
- b. replacing Your Community Property; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

**5. Electricity, gas, water and similar charges – excess costs**

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Community Property by an Event that is admitted as a claim under Policy 1.

**6. Electricity, gas, water and similar charges – unauthorised use**

# Community Association Insurance Plan



We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Community Property without Your consent.

We will not pay unless all practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

## 7. Environmental improvements

If Damage to Your Community Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Community Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$10,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

## 8. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Community Property Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

## 9. Fallen trees

We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Community Property or landscaped gardens.

We will not pay for removal or disposal of:

- a. trees or branches that have fallen and not Damaged Your Community Property or landscaped gardens;
- b. tree stumps or roots.

## 10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Community Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance

following the accidental discharge or escape of such substances from fire protective equipment.

## 11. Keys, lock Replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with Replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Community Property are stolen as a consequence of forcible entry into or out of:

- i any building forming part of such property;
- ii the premises of a keyholder; or
- iii during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Community Property, or by their family or friends.

## 12. Landscaping

We will pay up to \$10,000 for the reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Policy 1.

## 13. Lot Owner's contributions and fees

We will pay up to \$2,000 a Lot for contributions, levies, maintenance and other fees required to be paid by individual Lot Owners which You, having used all reasonable endeavours, are unable to collect from them during the period their Home is made unfit to be occupied for its intended purpose by Damage that is admitted as a claim under Policy 9 or would have been claimable if they had been covered under Policy 9.

We reserve Our right of subrogation to collect outstanding contributions, levies, maintenance and other fees.

## 14. Money

We will pay up to \$10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Community Association Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lot Owner, including any family member permanently residing with them; or
- c. a proxy of a Lot Owner.

## 15. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Community Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Policy 1.

## 16. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which are lost or Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

### 17. Pets, security dogs

We will pay up to \$1,000 for the reasonable costs You necessarily incur for boarding pets or security dogs if Your Community Property is rendered unfit for its intended purpose by Damage that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

### 18. Purchaser's interest

We will cover a purchaser's legal interest in Your Community Property, in accordance with the terms and conditions of Policy 1, when the purchaser has signed an agreement to buy a Lot forming part of Your community scheme.

### 19. Damaged office records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Community Property which are lost or Damaged by an Event claimable under Policy 1, while anywhere in Australia.

### 20 Removal, storage costs

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Community Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Community Property during such removal, storage and return;

following Damage to Your Community Property that is admitted as a claim under Policy 1.

### 21. Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Community Property if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

### 22. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to Your Community Property if they are lost or Damaged by an Event claimable under Policy 1, while anywhere in Australia.

### 23. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Community Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by Flood or by any other Event that is not claimable under Policy 1.

### Optional Benefits

Optional Benefits are included when a Sum Insured for them is shown in the Schedule.

### 1. Extra Expenses

If selected, We will pay up to the Sum Insured for:

- a. Extra Expenses You necessarily incur to maintain the Service or Services You provide; and
- b. Accountant's fees incurred at Our request in producing or certifying the accounts or particulars of such Extra Expenses;

following Damage to Community Property from any Event that is admitted as a claim under Policy 1.

### 2. Golf courses, bowling greens, croquet greens, tennis courts

If selected, We will pay, up to the Sum Insured, for replanting or re-establishing grassed playing surfaces, bunkers, gardens, and shrubs following Damage from an Event claimable under Policy 1 other than:

- Flood, Storm or Rainwater; or
- drought, over or under watering; or
- the application of a pesticide, herbicide or fertilizer.

For golf courses, 'grassed playing surface' means the area commonly referred to as tees, greens and fairways (but limited to the first and second cut only).

### Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:

- a. Flood;
- b. Storm or Rainwater to retaining walls;
- c. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Community Property in a reasonably good state of repair. This includes when the damage to the Community Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- d. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
  - i Fusion of electric motors as covered under Special Benefit 4;
  - ii lightning;
  - iii power surge when such Event is confirmed by the supply authority; or
  - iv resulting fire Damage;
- e. any Action of The Sea;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.

However We will pay if the Damage is due to:

- i earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- ii bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).
- g. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;



# Community Association Insurance Plan



- h. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- i. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
- j. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 such as fire or glass breakage;
- k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- n. any process involving the application of heat being applied directly to any part of Your Community Property. However We will pay if any other part of Your Community Property is Damaged or destroyed by fire.

## 2. We will not pay for damage to:

- a. water in swimming pools, spas or water tanks;
- b. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- c. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1;
- d. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- e. Your Community Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
- f. Your Community Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay if the Damage directly results from any other Event claimable under Policy 1.

## 3. We will not pay for:

- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Community Property;
- b. Damage caused by non-rectification of a Community Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:

- i. loss of use;
  - ii. loss of contract;
  - iii. loss of profit/revenue;
  - iv. loss of opportunity;
  - v. loss of goodwill and/or reputational damage; or
  - vi. special damages;
- other than specifically provided under an operative Additional Benefit or Special Benefit;
- e. Wear and Tear.

## Claims - how We will settle Your claim

### 1. Rebuilding, Replacement or repair

If Your Community Property is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Community Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.  
Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
  - i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
  - ii. not pay in excess of Indemnity Value of Your Community Property; and
  - iii. seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

- i. rebuild or replace Your undamaged Community Property;
- ii. rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of Excess shown in Policy 1 or in the Schedule.

## 2. Undamaged part of Community Property, foundations and footings

If Your Community Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Community Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

## 3. Floor space ratio

If Your Community Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
  - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
  - ii the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
  - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
  - ii the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
  - iii the cost of purchasing a block of land and the cost of Replacement thereon of Community Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

## 4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Community Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

## 5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

## Special Provisions

1. Under Clauses 2, 3 and 4 above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2 and 4 above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

## Excesses

### Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.



## Policy 2 – Liability to Others

### What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with Your Business or an operative Additional Benefit that happens during the Period of Insurance.

### Additional Benefits

We will pay up to the Limit of Liability for Policy 2 for:

#### 1. Bridges, roadways, kerbing, footpaths, services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

#### 2. Car park liability

Compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

#### 3. Fertiliser, pesticide, herbicide application

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Community Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Your Common Area or Community Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

#### 4. Hiring out of sporting and recreational facilities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

#### 5. Recreational activities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots.

#### 6. Services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the Service or Services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Community Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

#### 7. Watercraft

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

#### 8. Wheelchairs, domestic garden equipment, other Vehicles

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

### Special Benefits

#### 1. Cost of defending a claim

We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent which We will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Policy 2.

#### 2. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, Committee Member or Your Community Association Manager/ Agent to attend a Court as a witness in connection with a claim under Policy 2.

### Exclusions

We will not pay for any claim:

1. In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community Property is situated.

3. In respect of:
  - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under an operative Additional Benefit of Policy 2;
  - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community Property is situated;
  - c. injury to or death of animals on Your Common Area;
  - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of Policy 2;
  - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under an operative Additional Benefit of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Community Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- a. liability assumed by You under any contract or lease of real or personal property;
- b. liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
  - i any act of negligence on their part; or
  - ii by their default in performing their obligations under such agreement.

11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.
14. made or actions instituted:
  - a. outside Australia;
  - b. which are governed by the laws of a foreign country.

### Definitions

The word listed below has been given a specific meaning and applies to Policy 2 when it begins with a capital letter.

### Business

means, other than as provided under an operative Additional Benefit of Policy 2, the ownership of Your Common Area and Community Property unless You otherwise advise Us and We agree to such inclusion in writing.





## Policy 3 – Voluntary Workers

### What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- a. whilst voluntarily engaged in work on Your behalf; and
- b. caused solely and directly by accidental, external and visible means; and
- c. which, independently of any other cause results in the following insured events.

### Table of Benefits

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment - up to a maximum of:	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	\$5,000

### Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

- a. arising out of intentional self-injury or suicide, or any attempt;
- b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- d. to children under the age of 12 years;
- e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;
- f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- g. which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- h. which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- i. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;
- j. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

### Conditions

The following conditions apply:

- a. If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.
- b. After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.
- c. In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

### Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

#### Partial Disablement

means Partial Disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

#### Total Disablement

means Total Disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.

## Policy 4 – Fidelity Guarantee

### What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

### Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Policy 4, or any renewal thereof.

### Definitions

The word listed below has been given a specific meaning and applies to Policy 4 when it begins with a capital letter.

### Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.



## Policy 5 – Office Bearers’ Legal Liability

This Policy 5 – Office Bearers’ Legal Liability is issued on a Claims made and notified basis. This means Policy 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

### What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Community Association; or
- pay on behalf of Your Community Association all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Community Association is vicariously liable at law,

arising from any Claim:

- a. first made against:
  - i You, individually or otherwise; or
  - ii Your Community Association Manager/Agent while acting as an Office Bearer;during the Period of Insurance; and
- b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with all of Clause a and b of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 5 – Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant’s costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

### Special Benefits

#### 1. Payment of Defence Costs

In relation to any Claim under Policy 5:

- a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b. where indemnity has not been confirmed by Us in writing, We will:
  - i where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
  - ii in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

#### 2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance

of Policy 5 or under an earlier Office Bearers’ Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 5, provided always that:

- a. We have continuously been the Insurer under an Office Bearers’ Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 under which the notification should have or could have been given.

#### 3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Policy 5 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 during the immediate prior Period of Insurance.

### Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 5 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to Your Community Association or any individual Member thereof;
8. monies or gratuity given to You without authorisation by Your Community Association where such authorisation is necessary pursuant to the Articles of Your Community Association or

prescribed law;

9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of Your Community Association;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Policy 5;
12. Claims first notified to Us after the expiry of Policy 5, except as otherwise provided in Insuring Clause b of Policy 5;
13. Claims brought against Your Community Association Manager/ Agent, other than as covered under a ii of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

## Conditions

### Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
  - i the economics of the matter;
  - ii the damages and costs which are likely to be recovered from the claimants;
  - iii the likely Defence Costs; and
  - iv Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

### Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
  - i having the potential of giving rise to a Claim being made against You;
  - ii of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

### Severability and non-imputation

Where Policy 5 insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- a. made a misrepresentation to Us before this contract of insurance was entered into; or
- b. failed to comply with any terms or conditions of Policy 5;

will not prejudice the right of the remaining party or parties to indemnity as may be provided by Policy 5. Provided always that:

- i such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- ii as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

### Subrogation

In the event of a payment under Policy 5 to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

### Definitions

The words listed below have been given a specific meaning and apply to Policy 5 when they begin with a capital letter.

### Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

### Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

### Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

### Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

### Office Bearer

means:

- a. a person appointed by the Community Association to act as an Office Bearer or committee member in terms of the Community Titles Act, Body Corporate and Community

# Community Association Insurance Plan



Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated;

- b. a Community Association Manager/Agent appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Community Association affairs.

## **Wrongful Act**

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Community Association; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Community Association.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.



## Policy 6 – Machinery Breakdown

### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 6 shown in the Schedule for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims – how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

### Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 6 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

### Exclusions

We will not pay for:

1. Damage caused by:
  - a. Wear and Tear;
  - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
  - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
  - e. the tightening of loose parts, recalibration or adjustments;
  - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
  - a. glass or ceramic components;
  - b. defective tube joints or other defective joints or seams;

- c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
  - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
  - e. television, video or audio equipment other than security system equipment;
  - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
  - g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
  - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
  4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
  5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
  6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
  7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
  8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

### Claims – how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by either repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

# Community Association Insurance Plan



## Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 6 when the words begin with a capital letter.

### Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Policy 1 – Community Property; or
- b. which is not claimable under Policy 6 – Machinery Breakdown.

### Insured Item

means:

- a. lifts, elevators, escalators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Community Property or its services.

## Policy 7 – Catastrophe Insurance

### What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Policy 7, against the Escalation in the cost of Replacement of Your Community Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
  - b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Community Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Community Property.

### Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 7.

#### 1. Temporary Accommodation / Community Income – extended period of cover

##### a. Temporary Accommodation

When You occupy Your Community Property We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Community Property is made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time indemnity provided under Special Benefit 1a of Policy 1 is expended until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement.

##### b. Community Income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property We will pay the actual Community Income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose by Damage:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time indemnity provided under Special Benefit 1b of Policy 1 – Community Property is expended until the time Your Community Property is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

#### 2. Temporary Accommodation – escalation in cost

When You occupy Your Community Property We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Community Property is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time Temporary Accommodation is obtained until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement.

#### 3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Community Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to the Situation when occupancy of Your Community Property is permitted;
- d. insuring Your undamaged Community Property during such removal, storage and return.

We will pay if the Damage to Your Community Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Community Property.

The combined total amount We will pay under Special Benefits 1 to 3 arising out of any one Event claimable under Policy 7 is limited to 15% of the Sum Insured shown in the Schedule for Policy 7 or such other percentage as We may agree in writing.

### Claims – how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Community Property following a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- b. the greater of either:
  - i the cost that would have applied to rebuild, repair or replace Your Community Property in terms of Policy 1 – Community Property immediately prior to the Catastrophe; or
  - ii the Sum Insured in force under Policy 1 – Community Property at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We insure'.

### Special Provisions

1. No payment will be made under Policy 7 until such time as the greater amount determined in accordance with the provisions of Clause b of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Community Property.
2. In certifying the cost of Replacement of Your Community Property at the time immediately prior to a happening giving rise to a claim under Policy 7 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:



# Community Association Insurance Plan



- a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
  - b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
  - c. architects' fees, surveyors' fees and any other professional fees;
  - d. legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Community Property;
  - e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Community Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 7 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

## Conditions

Policy 7 is subject to the same terms, conditions and exclusions as Policy 1 – Community Property, except as they may be expressly varied herein.

## Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 8 is issued on a Claims made and notified basis. This means Parts A, B and C of Policy 8 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

### Part A: Government Audit Costs

#### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 8 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- b. all Claims reported in any one Period of Insurance.

#### Additional Benefit

##### 1. Record Keeping Audit

We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

#### Exclusions

1. We will not pay for Professional Fees:
  - a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
    - i received any notice of a proposed Audit;
    - ii had information that an Audit was likely to take place;
    - iii had information that would indicate to a reasonable person that an Audit was likely to take place.
  - b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
    - i at all;
    - ii properly;
    - iii by the due date.
  - c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
    - i any act or omission by You; or
    - ii any failure, act or omission arising from or in connection with Your statutory obligations.
  - d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.
  - e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
    - i during the Period of Insurance; or
    - ii not more than 12 months prior to the original inception date of Policy 8; or
    - iii relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.
- f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
- g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.

2. We will not under any circumstances pay for the cost of:

- a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
- b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
- c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

#### Conditions

1. We require You to:
  - a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
  - b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
  - c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
  - d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
  - a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
  - b. is completed when:
    - i the Auditor has given written notice to that effect; or
    - ii the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
    - iii when the Auditor has issued an assessment or amended assessment of a Designated Liability.

### Part B: Appeal Expenses – common property, health and safety breaches

#### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 8 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

# Community Association Insurance Plan



- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Community Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Community Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- b. more than the Sum Insured for Part B: Appeal Expenses for:
  - i any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

## Part C: Legal Defence Expenses

### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 8 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the conduct of Your ordinary Business and affairs;
- b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
  - i concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

- a. unless:
  - i any such Claim is first made or first brought against You during the Period of Insurance;
  - ii You report it to Us during that Period of Insurance or within 30 days thereafter;
  - iii there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:

- i any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- ii all Claims reported in any one Period of Insurance.

### Excess

For each and every Claim You must, pay or contribute a minimum amount of \$1,000 unless otherwise shown in the Policy Schedule.

### Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

- a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
- b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
- c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 5 – Office Bearers’ Legal Liability or would have been provided if Policy 2 – Liability to Others and Policy 5 – Office Bearers’ Legal Liability were operative;
- d. arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f. between You and Us including Our directors, employees or servants;
- g. which involves a conflict of duty or interest of Yours;
- h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 – Continuous cover;
- i. first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous cover.

2. We will not be liable for:

- a. the cost of litigation or proceedings initiated by You;
- b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

### Conditions

#### 1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

## 2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

## 3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

## 4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- a. We have continuously been the Insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

## 5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

## 6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

## 7. Offer of settlement

You must inform Us as soon as practicable and reasonable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

## 8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

## 9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

## 10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

## 11. Subrogation

In the event of a payment under this Policy to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

## Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

# Community Association Insurance Plan

**Appointed Representative**

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

**Audit**

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

**Auditor**

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

**Business**

means the ownership of Your Common Area and Community Property unless You otherwise advise Us and We agree to such inclusion in writing.

**Claim, Claims**

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

**Designated Liability**

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

**Final Decision**

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

**Legal Defence Expenses**

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably

and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

**Professional Adviser**

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

**Professional Fees**

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

**Record Keeping Audit**

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.



## Policy 9 – Lot Owners’ Homes

### Part A – Homes

#### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Part A of Policy 9 in the Schedule for Damage to Your Home which occurs during the Period of Insurance.

#### Additional Benefits

When the Sum Insured for Part A of Policy 9 is not otherwise expended We will pay the following incurred as a result of Damage to Your Home that is admitted as a claim under Part A of Policy 9 for:

##### 1. Architects’ and professional fees, removal of debris

- a. the cost of architects’ fees, surveyors’ fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Home and the Contents (including debris required to be removed from adjoining or adjacent public or private land), and of anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Home including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Home.

##### 2. Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$2,000 for this Additional Benefit unless You first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

##### 3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Home, but We will not pay for any fine or penalty imposed by any such authority.

##### 4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

##### 5. Temporary protection

The reasonable cost You incur of temporary protection and safety of Your Home and persons who reside at Your Home.

Unless You obtain Our written consent, which We will not unreasonably withhold, prior to You incurring these costs, the most We will pay for this Additional Benefit is \$5,000.

##### 6. Tsunami Damage

Loss or Damage to Your Home caused by a Tsunami.

##### 7. Emergency services

Damage to Your Home caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Home in the lawful pursuit of their duty.

#### Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Part A of Policy 9.

##### 1. Temporary Accommodation / Rent / contributions / storage

###### a Temporary Accommodation

When You occupy Your Home We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Home is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

We will pay:

- under Clause ai from the time of the Event until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement; and
- under Clause aii from the time of the Event until the time when access to Your Home is re-established.

###### b Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Home We will pay the actual Rent You lose or would have lost if Your Home is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

We will pay:

- under Clause bi from the time of the Event until the time Your Home is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause bii from the time of the Event until the time when access to Your Home is re-established.

###### c Disease, murder and suicide

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

if You are not permitted to occupy Your Home by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for communicable disease;

# Community Association Insurance Plan



- murder or suicide;  
occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

#### **d Failure of supply services**

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

If Your Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Part A of Policy 9 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

#### **e Cost of reletting**

When You have leased out Your Home We will pay reasonable reletting costs up to \$1,500 if Your Home is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; and
- ii Your Tenant at the time of the Event subsequently advises they will not be reoccupying Your Home they previously leased.

#### **f Community Association contributions and fees**

We will pay up to \$2,000 for contributions, levies, maintenance and other fees You are required to pay to Your Community Association during the period Your Home is made unfit to be occupied for its intended purpose due to Damage to Your Home that is admitted as a claim under Part A of Policy 9.

#### **g Removal, storage - Contents**

We will pay the reasonable costs You necessarily incur in:

- i removing Your undamaged Contents to the nearest place of safekeeping;
- ii storing Your undamaged Contents at that place or an equivalent alternate place;
- iii returning Your undamaged Contents to Your Situation when occupancy of Your Home is permitted;
- iv insuring Your undamaged Contents during such removal, storage and return;

following Damage to Your Home that is admitted as a claim under Part A of Policy 9 that renders the Home unfit to be occupied for its intended purpose.

**The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Rent / contributions / storage - a. to g. arising out of any one Event that is admitted as a claim under Part A of Policy 9 is limited to 15% of the amount shown in the Schedule for Part A of Policy 9 or such other percentage as We may agree in writing.**

## **2. Alterations/additions**

When You make alterations, additions or renovations to Your Home during the Period of Insurance We will during the construction period pay up to \$100,000 for Damage to such alterations, additions or renovations by an Event claimable under Part A of Policy 9 provided:

- i the value of such work does not exceed that amount; or
- ii You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material Damage and liability risks.

## **3. Arson reward**

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Home is claimable under Part A of Policy 9. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

## **4. Fusion of motors**

We will pay for the cost of repairing or replacing an electric motor forming part of Your Home which has been Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working.

## **How We will settle Your Fusion claim**

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing Your Home;
- b. replacing Your Home; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

## **5. Electricity, gas, water and similar charges – excess costs**

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following



Damage to Your Home by an Event that is admitted as a claim under Part A of Policy 9.

#### 6. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Home without Your consent.

We will not pay unless all practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

#### 7. Emergency accommodation

When You occupy Your Home for residential purposes We will pay up to \$1,500 for the reasonable cost of emergency accommodation You necessarily incur if Your Home is made unfit to be occupied for its intended purpose due to:

- a. Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- b. reasonable access to or occupancy of Your Home is prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

#### 8. Environmental improvements

If Damage to Your Home is admitted as a claim under Part A of Policy 9 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Home been totally destroyed We will, in addition to the cost of environmental improvements claimable under Part A of Policy 9, also pay up to \$2,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

#### 9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Home Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

#### 10. Fallen trees

We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Home or landscaped gardens.

We will not pay for removal or disposal of:

- a. trees or branches that have fallen and not Damaged Your Home or landscaped gardens;
- b. tree stumps or roots.

#### 11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Home or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

#### 12. Funeral expenses

When You occupy Your Home We will pay up to \$5,000 for funeral expenses if You or a family member who permanently resides with You dies as the direct consequence of Damage to Your Home that is admitted as a claim under Part A of Policy 9.

#### 13. Keys, lock Replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with Replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Home are stolen as a consequence of forcible entry into or out of:

- i any building forming part of Your Home;
- ii the premises of a keyholder; or
- iii during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Home, or by their family or friends.

#### 14. Landscaping

We will pay up to \$10,000 for the reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation that are lost or Damaged by an Event claimable under Part A of Policy 9.

#### 15. Modifications

When You occupy Your Home We will pay up to \$25,000 for modifications to Your Home if You are physically injured and become a paraplegic or quadriplegic as a direct consequence of Damage to Your Home that is admitted as a claim under Part A of Policy 9.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.



## 16. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Home if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Part A of Policy 9.

## 17. Pets, security dogs

When You occupy Your Home We will pay up to \$1,000 for the reasonable costs You necessarily incur for boarding pets or security dogs if Your Home is rendered unfit for its intended purpose by Damage to Your Home that is admitted as a claim under Part A of Policy 9 and Temporary Accommodation does not allow pets or security dogs.

## 18. Purchaser's interest

We will cover a purchaser's legal interest in Your Home, in accordance with the terms and conditions of Part A of Policy 9, when the purchaser has signed an agreement to buy such property.

## 19. Removal, storage costs

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Home to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring the undamaged portion of Your Home during such removal, storage and return;

following Damage to Your Home that is admitted as a claim under Part A of Policy 9.

## 20 Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Home if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

## 21. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to Your Home if they are Damaged by an Event claimable under Part A of Policy 9, while anywhere in Australia.

## 22. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Home if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by Flood or by any other Event that is not claimable under Part A of Policy 9.

## Exclusions

1. We will not pay for Damage caused by or arising directly or indirectly from:
  - a. Flood;
  - b. Storm or Rainwater to retaining walls;
  - c. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing

flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Home in a reasonably good state of repair. This includes when the Damage to the Home is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

- d. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
  - i. Fusion of electric motors as covered under Special Benefit 4;
  - ii. lightning;
  - iii. power surge when such Event is confirmed by the supply authority; or
  - iv. resulting fire Damage;
- e. any Action of The Sea;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:
  - i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
  - ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).
- g. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- i. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
- j. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Part A of Policy 9 such as fire or glass breakage;
- k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- n. any process involving the application of heat being applied directly to any part of Your Home. However We will pay if any other part of Your Home is Damaged or destroyed by fire.

2. We will not pay for Damage to:

- a. water in swimming pools, spas or water tanks;
- b. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- c. carpets and other floor coverings resulting from staining,

fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Part A of Policy 9;

- d. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
  - e. Your Home if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
  - f. Your Home directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$250,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Part A of Policy 9.
3. We will not pay for:

- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Home;
- b. Damage caused by non-rectification of a defect, error or omission in Your Home that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
  - i loss of use;
  - ii loss of contract;
  - iii loss of profit/revenue;
  - iv loss of opportunity;
  - v loss of goodwill and/or reputational damage; or
  - vi special damages;
 other than as specifically provided under an operative Additional Benefit or Special Benefit;
- e. Wear and Tear.

## Claims - how We will settle Your claim

### 1. Rebuilding, Replacement or repair

If Your Home is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Part A of Policy 9 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Home contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;

- c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
  - i reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
  - ii not pay in excess of Indemnity Value of Your Home; and
  - iii seek release from further liability under this Policy.

We will not pay under Part A of Policy 9 as part of the cost of Replacement for the cost to:

- i rebuild or replace any undamaged part of Your Home;
- ii rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of any Excess shown in Part A of Policy 9 or in the Schedule.

### 2. Undamaged part of Home, foundations and footings

If Your Home is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Home, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

### 3. Floor space ratio

If Your Home is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
  - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
  - ii the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
  - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
  - ii the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
  - iii the cost of purchasing a block of land and the cost of Replacement thereon of Home equivalent in size to the area by which the floor space ratio index has been reduced;
 provided that Our Liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor



space ratio index not applied.

#### 4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Home to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

#### 5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

### Special Provisions

- Under Clauses 2, 3 and 4 above, Our liability is limited to the extent to which the Sum Insured shown in the Schedule for Your Home is not otherwise expended.
- Under Clauses 2 and 4 above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

### Special Conditions

#### Uninhabited building

If Your Home becomes uninhabited We will only pay for Damage caused by:

- Earthquake;
- Impact by Vehicles, aircraft;
- Storm and Rainwater;

unless Our prior written agreement to continue full cover during the uninhabited period has been obtained, which will not be unreasonably withheld. Uninhabited means that in the 90 consecutive day period before Damage, no person resided in Your Home overnight on at least one occasion.

### Excesses

#### Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

#### Other Excesses

Whenever an Excess is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that numbered Event.

### Part B - Liability to Others

#### What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Part B of Policy 9 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership (but not occupancy) of Your Home or an operative Additional Benefit that happens during the Period of Insurance.

### Additional Benefits

We will pay up to the Limit of Liability for Part B of Policy 9 for:

#### 1. Bridges, roadways, kerbing, footpaths, services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

#### 2. Fertiliser, pesticide, herbicide application

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Your Lot.

We will not pay:

- unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- for Damage to Your Lot or Home, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

### Special Benefits

#### 1. Cost of defending a claim

We will pay:

- all legal costs and expenses incurred by Us;
- reasonable cost of legal representation You necessarily incur with Our written consent which We will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Part B of Policy 9;
- other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Part B of Policy 9.

#### 2. Court appearance

We will pay compensation of \$250 per day if We require You to attend a Court as a witness in connection with a claim under Part B of Policy 9.

### Exclusions

We will not pay for any claim:

- In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
- In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Home is situated.
- In respect of:
  - Damage to property belonging to, rented by or leased by You or in Your physical or legal control;



- b. Damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Home is situated;
- c. injury to or death of animals, other than domestic animals, on Your Lot;
- d. Personal Injury or Property Damage caused by animals, other than domestic animals, kept at Your Lot.
- 4. Arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
- 5. Arising out of the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of Part B of Policy 9;
  - b. made by You or at Your direction when You knew it to be false.
- 6. Arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas.
- 7. Arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
- 8. Arising out of construction, erection, demolition, alterations or additions to Your Home where the cost of such work exceeds \$250,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
- 9. Arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
- 10. Arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement. This exclusion does not apply to liability assumed by You under any contract or lease of real or personal property.
- 11. Arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
- 12. Arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
- 13. For fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.
- 14. Arising out of the occupancy of Your Home or any other activity that earns You money or income other than rental or lease monies received as owner of Your Home.
- 15. In respect of Personal Injury to any family members normally residing with You.
- 16. In respect of Damage to property:
  - a. owned by You or family members normally residing with You;

- b. not owned by but in Your care, custody or control or of a family member normally residing with You;

**17. Made or actions instituted:**

- a. outside Australia;
- b. which are governed by the laws of a foreign country.

**Part C - Machinery Breakdown**

**What We insure**

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Part C of Policy 9 for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule for Part C of Policy 9.

**Additional Benefits**

Additional Benefits are included when the Sum Insured for Part C of Policy 9 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units.

These costs must be incurred as the result of Insured Damage.

**Exclusions**

We will not pay for:

1. Damage caused by:
  - a. Wear and Tear;
  - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
  - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
  - e. the tightening of loose parts, recalibration or adjustments;
  - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
  - a. glass or ceramic components;
  - b. defective tube joints or other defective joints or seams;



- c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
  - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
  - e. television, video or audio equipment other than security system equipment;
  - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
  - g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
  - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
  4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
  5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
  6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
  7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
  8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

## Claims - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

## Special Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Part C of Policy 9 when the words begin with a capital letter.

## Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Part A of Policy 9; or
- b. which is not claimable under Part C of Policy 9.

## Insured Item

means:

- a. lifts, elevators and inclinators provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Home.

## Part D - Catastrophe Insurance

### What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Part D of Policy 9, against the Escalation in the cost of Replacement of Your Home if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
- b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Home has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Part A of Policy 9.

### Special Benefits

Special Benefits are included in addition to the Sum Insured for Part D of Policy 9.

#### 1. Temporary Accommodation / Rent - extended period of cover

##### a. Temporary Accommodation

When You occupy Your Home We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Home is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time indemnity provided under Special Benefit 1a of Part A of Policy 9 is expended until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement.

##### b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Home We will pay the actual Rent You lose or would have lost if Your Home is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time indemnity provided under Special Benefit 1b of Part A of Policy 9 is expended until the time Your Home is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

## 2. Temporary Accommodation – escalation in cost

When You occupy Your Home We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Home is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time Temporary Accommodation is obtained until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement.

## 3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Home to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to the Situation when occupancy of Your Home is permitted;
- d. insuring the undamaged portion of Your Home during such removal, storage and return.

We will pay if the Damage to Your Home is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

The amount We pay will be reduced by any amount payable for such costs under Part A of Policy 9.

## 4. Cost of Evacuation

When You occupy Your Home for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incurred following an order issued by a public or statutory authority, body or entity or person so empowered by law, to evacuate Your Home:

- due to the happening of a Catastrophe; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any public or statutory authority.

The combined total amount We will pay under Special Benefits 1 to 4 arising out of any one Event claimable under Part D of Policy 9 is limited to 15% of the Sum Insured shown in the Schedule for Part D of Policy 9 or such other percentage as We may agree in writing.

## Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Home following a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- b. the greater of either:
  - i the cost that would have applied to rebuild, repair or replace Your Home in terms of Part A of Policy 9 immediately prior to the Catastrophe; or
  - ii the Sum Insured shown in the Schedule for Part A of Policy 9 at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We insure'.

## Special Provisions

1. No payment will be made under Part D of Policy 9 until such time as the greater amount determined in accordance with the provisions of Clause b of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Home.
2. In certifying the cost of Replacement of Your Home at the time immediately prior to a happening giving rise to a claim under Part D of Policy 9 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
  - a the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
  - b any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
  - c architects' fees, surveyors' fees and any other professional fees;
  - d legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Home;
  - e fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Home.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Part D of Policy 9 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

## Special Condition

Part D of Policy 9 is subject to the same terms, conditions and exclusions as Part A of Policy 9, except as they may be expressly varied herein.





Community Association Insurance Plan  
Product Disclosure Statement and Policy Wording



**Phone: 1300 361 263**

**Email: [info@chu.com.au](mailto:info@chu.com.au)**

**[www.chu.com.au](http://www.chu.com.au)**

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2 of 2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
<b>LF</b>
Series No.
<b>2</b>

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

Correction to: Tuckfield Conveyancing

3

ADTS

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....  
2.....  
3.....  
4.....

PICK-UP NO.	
CP	

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
<p><i>[Signature]</i> 15 JUN 2016</p> <p>pro REGISTRAR-GENERAL</p>	

# By-Laws

## Community Corporation Number 40324 Incorporated

21 Norseman Street Port Noarlunga South SA  
5167

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996  
by the person who prepared the document.

Date: 24 May 2016  
Name: Rebecca Latta – Registered Conveyancer  
Address: 31 Lansdowne Terrace  
Vale Park SA 5081

Signed: 

THESE BY LAWS SHOULD BE READ IN CONJUNCTION WITH THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED

## **EXPLANATION OF TERMS**

Within these By-Laws,

**"Act"** means the Community Titles Act 1996

**"Community Corporation"** or Corporation means the Corporation created by the deposit of the plan of community division in respect of which these By-Laws are lodged

**"Community Lot"** or Lot means a Lot created by the plan of community division.

**"Community Plan"** means Community Plan Number 40324

**"Corporation Manager"** means any party approved by the Corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the Corporation under the Act and the Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act

**"Occupier"** of a Lot includes, if the lot is unoccupied, the Owner of the Lot.

**"Owner"** means the person(s) or body shown on the certificate of title as being the registered proprietor.

**"Site"** includes any area on property comprising the Community Scheme

Except where otherwise appears, words shall have same meaning as set out in the Act.

The terms of these by-laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all person entering upon the Community Parcel.

These By-Laws relate to the control and preservation of the essence and theme of the Community Corporation and as such may only be amended or revoked by a unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act 1996.

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**1. ADMINISTRATION, MANAGEMENT AND CONTROL OF THE COMMON PROPERTY**

- 1.1. The Community Corporation is responsible for the administration, management and control of the common property
- 1.2. The Community Corporation is responsible for the maintenance, repair and replacement of all improvements and service infrastructure on or forming part of the Common Property
- 1.3. The Community Corporation may appoint a Corporation Manager to carry out on behalf of the Corporation the function of administering, managing and controlling the Common Property

**2. CHANGE IN OWNERSHIP OR ADDRESS**

- 2.1. A lot owner must immediately notify the Community Corporation of any change in ownership of a Lot, or any change in address of the Lot Owner

**3. USE AND ENJOYMENT OF THE COMMON PROPERTY**

- 3.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of the residents in the Community Scheme and their visitors, whereby a person must not, without the authorisation of the Corporation:
- 3.2. Deposit any object or material on the Common Property if it is likely to be hazardous or offensive to persons using or adjacent to the Common Property

**4. USE AND ENJOYMENT OF THE COMMUNITY LOTS**

- 4.1. A person bound by these By-Laws:
- 4.2. May use a lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the Lot for any other purpose unless the use has been approved by the corporation and must not in any way use the Lot for any illegal purposes.
- 4.3. Must not do or permit any act, matter or thing on or about the Lot whatsoever which is or may in the opinion of the Corporation be an offence under any act of the



State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force

**5. OCCUPIERS DUTIES TO BE CARRIED OUT BY OWNERS**

5.1. If a lot is unoccupied any duties imposed on the Occupier by these By-Laws are to be carried out by the Owner of the Lot

**6. MAINTENANCE AND REPAIR**

6.1. The owner of a Lot must:

6.2. Maintain and keep in good repair the building, fences and other structures (including paintwork and external finishes)

6.3. Carry out any works as directed by the Corporation or relevant authority

6.4. Not affect any penetration whatsoever of any acoustic or fire rated party wall

**7. EXTERIOR ALTERATIONS/ADDITIONS**

7.1. The owner of a Lot may:

7.2. Install or erect solar panels, TV antennae and or Foxtel dishes whereby any installation must be as un-intrusive as possible and provided such that installations are restricted to the roof area above the respective Lot and not directly on any fascia or surface for which they were not intended

7.3. Erect roller shutters, blinds and or awnings to the rear of the units only

7.3.1. For all of the above, construction work times must comply with local laws of the council in which the site resides at the time or works being carried out.

**8. OCCUPIERS OBLIGATIONS TO MAINTAIN THE COMMUNITY LOTS**

8.1. The occupier of a Lot must:

8.2. Keep the Lot in a clean and tidy condition including all landscaping

8.3. Store garbage in an approved council rubbish location to prevent the escape of unpleasant odours; and comply with any requirements of a Council, health or environment authority for the disposal of garbage.

8.4. Not allow refuse to accumulate so as to cause justified offence to others

8.5. Not without the consent of the Corporation use or store on the Lot any explosives, noxious or other dangerous substances

## **9. DISTURBANCES**

9.1. The owner or occupier of a Community Lot must:

9.2. Not engage in conduct that unreasonably disturbs the occupier of another Lot or other who are lawfully on a Community Lot or the Common Property

9.3. Ensure, as far as practicable, that persons who are brought or allowed onto the Community Lot or the Common Property by the Owner do not engage in conduct that unreasonably disrupts the Occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property

9.4. Ensure that noise from the Lot, or from the area adjacent to the Lot where invitees of the Occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of the other Lots between the hours of 12 pm and 7 am the following morning

## **10. INSURANCE**

10.1. The Owner of each Community Lot shall insure all buildings and other improvements on their Lot in accordance with their own requirements and the Community Corporation shall not have responsibility in respect thereof

10.2. The Owner of a Lot must provide the Community Corporation with a copy of the Certificate of Currency upon request by the Corporation

10.3. The Community Corporation shall insure the Common Property as is required by Section 103 and 104 of the Act and shall not be responsible for insuring buildings and other improvements on individual Community Lots unless it is agreed otherwise at a properly convened meeting of the Corporation

10.4. The cost of the Common Property insurance is to be paid out of the Corporation's Administration Fund, whereby:

10.4.1. Public Liability Insurance must be at least Ten Million Dollars (\$10,000,000.00) or a greater amount as is prescribed by regulation

An Owner or Occupier a Lot must not do anything that might:

10.4.2. Void or prejudice insurance affected by the Corporation; or

10.4.3. Increase any premium payable by the Corporation

## **11. PETS**

11.1. Unless otherwise resolved by ordinary resolution of the Community Corporation, Occupier a Lot is entitled to:

11.1.1. Keep a maximum of one cat or one small dog on the Community Lot

11.1.2. However; if the Occupier is a person who suffers from a disability – to keep a dog trained to assist the Occupier in respect of the that disability the Occupier of the Lot must not keep an animal on the Community Lot except as authorized by this section or by the Corporation

11.2. The keeping of any animal must comply with the conditions set out by the Community Corporation, whereby:

11.2.1. The occupier of the lot is liable for any noise which is disturbing to an extent which is unreasonable and for any damage to or loss of property or injury to any person caused by the pet

11.2.2. The occupier of the lot is to be responsible for cleaning up after the pet has used any part of another lot or any part of the common property

11.2.3. All dogs must be kept on a leash when on common property

## **12. INTERNAL FENCES**

12.1. The provisions of *The Fencing Act 1975 (as amended)* shall apply between the owners of adjoining Community Lots

### **13. DISPLAY OF ADVERTISEMENTS**

- 13.1. An occupier of a Lot must not display any sign, advertisement placard or banner on a Lot or the Common Property without approval of the Corporation
- 13.2. However, this section does not prevent the display of an advertisement associated with the sale or lease of a Lot. Any display shall comply with such conditions as may be determined by the corporation, whereby:
- 13.2.1. Sale or lease signage must be removed from the Lot and or Common Property within 7 days after the Lot has been sold or leased

### **14. WATER CONSUMPTION CHARGES**

- 14.1. Where there are not separate meters to each Lot, the Corporation may by special resolution determine,
- 14.1.1. to transfer the responsibility back to each Lot Owner for payment of water consumption charges, and
- 14.1.2. the basis of the division of water cost between each Lot owner.

### **15. LEASING**

- 15.1. A Lot Holder must not, without the Corporations authorisation by special resolution, lease the Lot or grant a right of occupation in respect of the Lot for valuable consideration for a period of less than 2 months

### **16. COMMUNITY CORPORATIONS RIGHTS**

- 16.1. Without limiting the application of Section 24 of the Act to the Community Scheme, the following rights exist for the Lots and the Common Property
- 16.1.1. Access will be granted to and from easements or party walls for the maintenance, repair and replacement of a service infrastructure whether used in common or servicing a particular Community Lot.
- 16.1.2. Access will be granted to the Owner and or servicepersons for the purpose of reading, maintenance, repair and replacing of water, electricity, gas and other

meters that may be located on the Common Property or on individual Lots whether serving in common the Community Lot or only serving an individual Community Lot.

16.2. The Corporation may recover any money owed under the By-Laws as a debt

16.2.1. All financial contributions to be levies against Lot Owners by the Corporation shall be levies pursuant to Section 114 of the Act

16.2.2. The Community Corporation may charge interest on any overdue monies owed by an Owner or Occupier of a Community Lot to the Community Corporation at rate of 10% per annum

## **17. OFFENCE**

17.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence, whereby the maximum penalty is \$500.00.

17.2. Any penalty imposed by the Corporation is payable within 14 days of the service notice of the penalty or within such extended time as allowed by the Corporation

## **18. VARIATION OF BY-LAWS**

18.1. These By-Laws may be varied by special resolution of the Community Corporation as per Section 39 of the Act

## **19. EXEMPTION FROM CERTAIN REQUIREMENTS**

**NOT APPLICABLE**