

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 5015 Folio 398

Parent Title(s) CT 4311/472

Creating Dealing(s) CONVERTED TITLE

Title Issued 19/03/1991 Edition 6 Edition Issued 08/05/2023

## Estate Type

FEE SIMPLE (UNIT)

## Registered Proprietor

STEPHEN PETER PAULOVICH  
OF UNIT 1 29 MELLORS AVENUE O'HALLORAN HILL SA 5158

## Description of Land

UNIT 1 STRATA PLAN 6857  
IN THE AREA NAMED PLYMPTON  
HUNDRED OF ADELAIDE

## Easements

NIL

## Schedule of Dealings

| Dealing Number | Description                                                   |
|----------------|---------------------------------------------------------------|
| 14027381       | MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124) |

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan NIL

Registrar-General's Notes NIL

Administrative Interests NIL

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6857

STRATA PLAN NUMBER

**SP 6857**

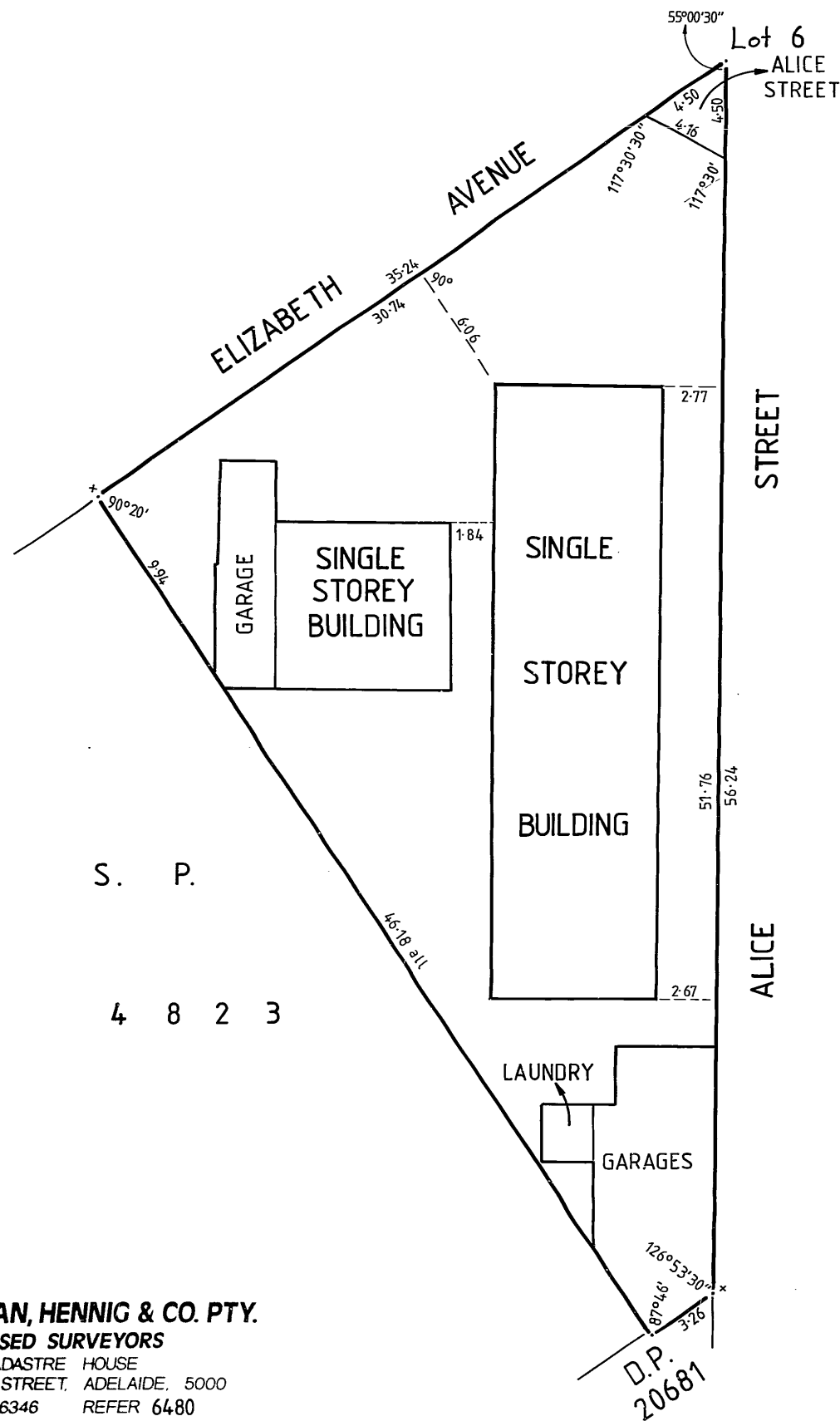
ACCEPTED FOR DEPOSIT

*[Signature]*  
per Registrar-General  
10 / 2 / 1988

Reference Map No.

COUNCIL  
THE CORPORATION OF THE  
CITY OF WEST TORRENS.

THIS IS SHEET 1 OF 3 SHEETS



## HUNDRED OF ADELAIDE

LOT 1 OF DP 20681  
PT SECTION 104  
in the area named  
**PLYMPTON**

SCALE 0 5 10 15 20 METRES

C.T. 4309/471

AREA = 887m<sup>2</sup>  
Authority for Data Vide F.P. 22281 & D.P. 20681

## SITE PLAN

**O'CALLAGHAN, HENNIG & CO. PTY.**  
**LICENSED SURVEYORS**  
CADASTRE HOUSE  
108 GILLES STREET, ADELAIDE, 5000  
PHONE 223 6346 REFER 6480

I, JOHN DAMIAN O'CALLAGHAN  
a Licensed Surveyor within the meaning of the  
Surveyors Act, 1975, do hereby certify

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of regulation 19 of the Real Property Act (Strata Titles) Regulations, 1969.

Dated this 2<sup>nd</sup> day of February 1988

*[Signature]*  
Licensed Surveyor.

**MICROFILMED**  
**24-2-88**

LTO G

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6857

STRATA PLAN NUMBER

**SP 6857**

ACCEPTED FOR DEPOSIT

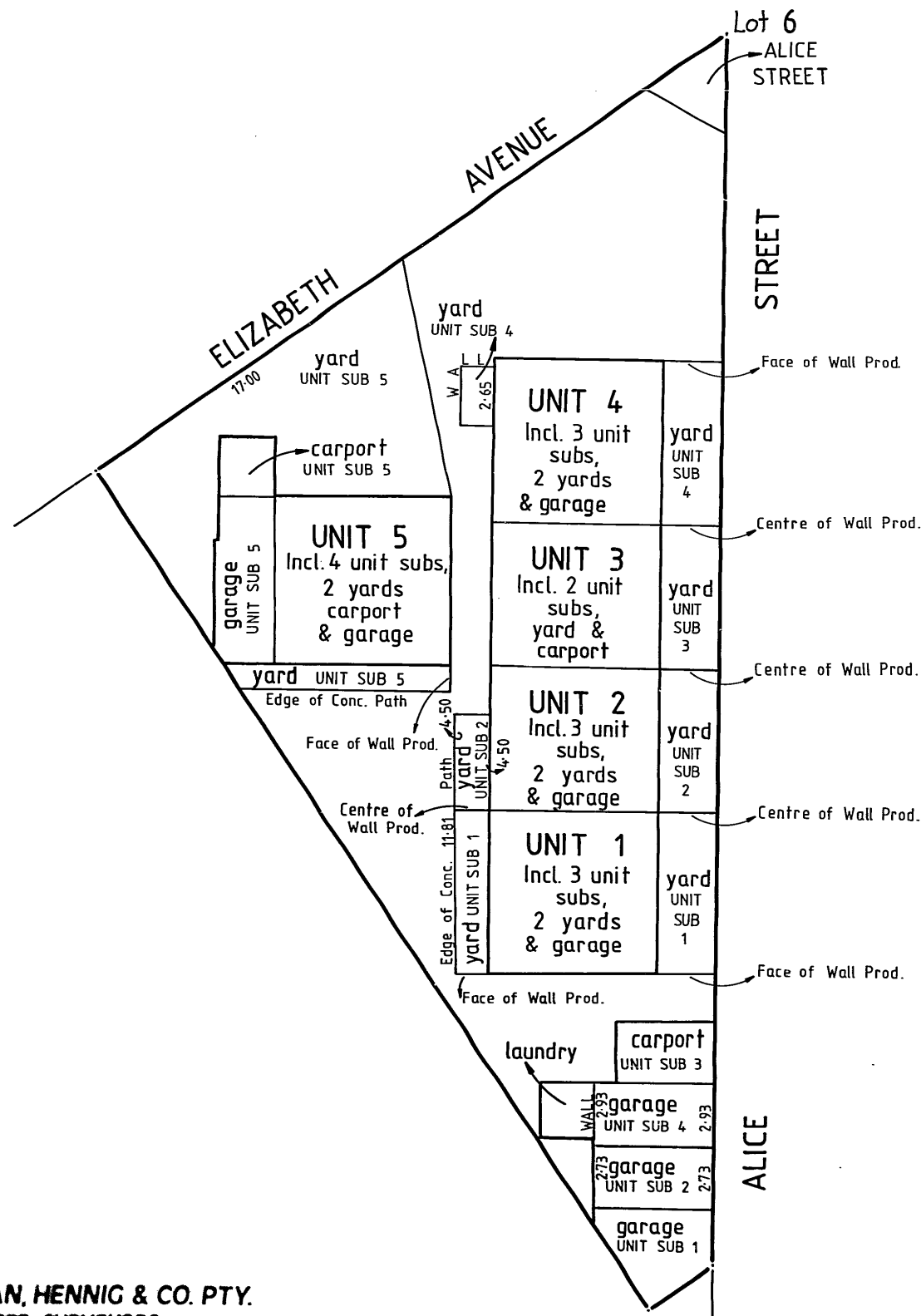
*[Signature]*  
pro Registrar-General

10/2/1988

Reference Map No.

COUNCIL  
THE CORPORATION OF THE  
CITY OF WEST TORRENS.

THIS IS SHEET 2 OF 3 SHEETS



SCALE 0 5 10 15 20 METRES

## GROUND FLOOR PLAN

The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of a unit.

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively, except where eaves exist then the upper boundaries are to be 0.15 metres below the level of the eaves.

O'CALLAGHAN, HENNIG & CO. PTY.  
LICENSED SURVEYORS

100 GILES STREET ADELAIDE S.A.  
TELE 222 6346 FAX 222 6480

MICROFILMED  
24-2-88

LTO G

# SCHEDULE OF UNIT ENTITLEMENT

| UNIT NO   | UNIT ENTITLEMENT | UNIT NO   | UNIT ENTITLEMENT | UNIT NO                    | UNIT ENTITLEMENT |
|-----------|------------------|-----------|------------------|----------------------------|------------------|
| 1         | 22               |           |                  |                            |                  |
| 2         | 16               |           |                  |                            |                  |
| 3         | 16               |           |                  |                            |                  |
| 4         | 22               |           |                  |                            |                  |
| 5         | 24               |           |                  |                            |                  |
|           |                  |           |                  | AGGREGATE                  |                  |
|           |                  |           |                  | COMMON PROPERTY            |                  |
|           |                  |           |                  | ROAD or RESERVE ALLOTMENTS |                  |
|           |                  |           |                  | 6                          |                  |
| AGGREGATE | 100              | AGGREGATE |                  |                            |                  |

STRATA PLAN NUMBER

**SP 6857**

Authenticated vide  
Application No. 6455814A  
and Accepted for Deposit

pro Registrar-General  
10/2/1988

THIS IS SHEET 3 OF 3 SHEETS

MICROFILMED

24-2-88

# Property Interest Report

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

|                        |                                             |                           |
|------------------------|---------------------------------------------|---------------------------|
| Title Reference        | CT 5015/398                                 | Reference No. 2556090     |
| Registered Proprietors | S P*PAULOVICH                               | Prepared 02/04/2024 12:59 |
| Address of Property    | Unit 1, 2 ALICE STREET, PLYMPTON, SA 5038   |                           |
| Local Govt. Authority  | CITY OF WEST TORRENS                        |                           |
| Local Govt. Address    | 165 SIR DONALD BRADMAN DRIVE HILTON SA 5033 |                           |

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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

|      |                                                  |                                                                                                                                                                                                                                                |
|------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Trade and Investment 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 |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Trade and Investment 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 |
| 5.12 | Part 11 Division 2 - Proceedings                 | Contact the Local Government Authority for other details that might apply<br><br>also<br><br>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)<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> | State Planning Commission in the Department for Trade and Investment 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 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 7. Emergency Services Funding Act 1998

|     |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.1 | section 16 - Notice to pay levy | <b>An Emergency Services Levy 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> |
|-----|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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<br>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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>Refer to the Certificate of Title |
| 25.3                                                                           | section 25D - Management agreement                                                                                               | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>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**
- Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. 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**
- 25 Pierson Street, Lockleys - Pierson Pty Ltd (Designated Entity) proposes to rezone the Affected Area from "Employment" to an alternate neighbourhood-type zone, to establish a low to medium density residential development. 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**
- 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      State Planning Commission in the Department for Trade and Investment has no

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.]*

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 notice may require access

Contact the vendor for these details

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 Trade and Investment has no record of any order or notice affecting this title

also

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 Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

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 Trade and Investment has no record of any order or notice affecting this title

also

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 Trade and Investment 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

29.11 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 Trade and Investment 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

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

State Planning Commission in the Department for Trade and Investment 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

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

State Planning Commission in the Department for Trade and Investment 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 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (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 *Public and Environmental Health (Waste Control) Regulations 2010* (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

### 32. ***South Australian Public Health Act 2011***

- 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 *South Australian Public Health (Wastewater) Regulations 2013* 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

### 33. ***Upper South East Dryland Salinity and Flood Management Act 2002 (expired)***

- 33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title

### 34. ***Water Industry Act 2012***

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **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**  
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.

### 35. ***Water Resources Act 1997 (repealed)***

- 35.1 section 18 - Condition (that remains in force) DEW has no record of any condition affecting this title

of a permit

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

### **36. Other charges**

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

## 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:

Company Representative:

ABN (if applicable):  RLA No:

Street 1:

Street 2:

Suburb:  State:  Postcode:

Telephone: W:  M:

Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

**LANDLORD 2:** Full Name:

Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

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

Street 1:

Street 2:

Suburb:  State:  Postcode:

Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

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

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):

INITIALS

*Initials not required if using electronic signature*

# Residential 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:   
 Company Representative:   
 ABN (if applicable):  RLA No:   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 Telephone: W:  M:   
 Email:   
☒ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

**2. LANDLORD 1:** Full Name:   
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
**LANDLORD 2:** Full Name:   
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
 Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

**3. TENANT 1:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 2:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 3:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 4:** Full Name:  Telephone:   
 Email address for service of documents:   
 Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

**4. PREMISES**  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

**5. TERM**  
☒ Fixed: Commencement Date:  /  /  End Date:  /  /   
☐ Periodic: Commencement Date:  /  /  and continues until terminated in accordance with this Agreement

INITIALS  
*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 6. RENT

Amount: Words:  \$

Per (period):

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of  on  /  /  with the

next payment of  on  /  /

and thereafter:  on the  of each

Payment Method: ☐ Internet Transfer ☐  ☒ Other

**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.

## 7. BOND

Words:  \$

## 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)

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        |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

## 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. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

## 11. PETS APPROVED

- ☒ No
- ☐ Yes - Refer to Annexure - Pet Agreement

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 12. REPAIR INSTRUCTIONS

- ☒ Always contact Agent  
☐ Nominated contact

Contact 1:

Name:  Telephone:

Contact 2:

Name:  Telephone:

## 13. ADDITIONAL CONDITIONS

- ☐ N/A ☒ As detailed below ☐ See annexure

The tenant acknowledges if any contact details; phone number, email address etc. are changed throughout your tenancy we must be notified immediately.

The tenant acknowledges that all bond lodgements & refunds are submitted online. All tenants require a Residential Bonds Online account to be created so that you receive your bond refund at the end of tenancy. Waiting times for refunds vary from case to case.

The tenant acknowledges there is to be no smoking inside the property.

The tenant acknowledges the rent is to remain in advance at all times.

The tenant acknowledges they are to pay all water usage and supply charges.

The tenant acknowledges they are to maintain all garden areas.

The tenant acknowledges they must use a drip tray if the car/s leaks oil.

The tenant acknowledges they are to park in designated area and not on any grass.

The tenant acknowledges to report all maintenance in writing to agent immediately. If a trade attends for a maintenance issue and no fault is found the cost will be charged to the tenant.

The tenant acknowledges that the first inspection will be conducted within approx. 6 weeks to fit in with the other homes in the area. Then they will be conducted every 13 weeks thereafter.

The tenant acknowledges there is to be no hooks on walls or alterations are to be made to the property without Landlords approval.

The tenant acknowledges the carpets are to be returned in a clean and reasonable state.

The tenant acknowledges they need to take care of the wooden floorboards. Please do not use a wet mop on them.

The tenant acknowledges not to use any abrasives on the stainless-steel appliances.

The tenant acknowledges to use instruction manuals for all appliances in the home.

The tenant acknowledges to abide by the strata laws

The tenant acknowledges that there is no laundry facilities available at the property.

Rent payment:

Bank: Commonwealth Bank

BSB:065-132 Account: 1035 4919

Reference: TEN00342

INITIALS

*Initials not required if using electronic signature*

# Residential 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.

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



- 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. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
  - 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;
  - 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 RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
  - 4.1.2 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;
  - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 4.1.4 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;
  - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 4.2.2 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 4.1.3 without the Tenant's written or verbal consent.
- 4.3 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 4.4.

INITIALS

*Initials not required if using electronic signature*



# Residential Tenancy Agreement: Terms and Conditions



- 4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 4.4.1 the rent will be increased to \$  per  on  /  /  ;  
and to \$  per  on  /  /  ; or
- 4.4.2 the rent increase can be calculated by the following method (set out details):

## 5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 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;
- 5.4 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;
- 5.5 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. PRIVACY ACT 1988

- 6.1 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.
- 6.2 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.
- 6.3 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*.
- 6.4 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.

## 7. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

## 8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 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

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Execution Page



## EXECUTED AS AN AGREEMENT

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

- |                                                                                                    |                                                                                       |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Section 48 Notice                                              | <input checked="" type="checkbox"/> Number of Keys <input type="text"/>               |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Number of Remote control devices <input type="text"/>        |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <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 checked="" type="checkbox"/> Other <input type="text" value="Bond Lodgement"/> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure                                 | <input type="checkbox"/> Other <input type="text"/>                                   |

Signed by Tenant 1

Tenant Name

DocuSigned by:

Date: 25-Sep-21

2E02A933BA974C0...

Wilford Asuncion Cainglet

Signed by Tenant 2

Tenant Name

DocuSigned by:

Date: 27-Sep-21

AB12D3B0C9C747D...

Rea Angeli Cainglet

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by or on behalf of Landlord

☒ Agent as authorised
 ☐ Landlord

DocuSigned by:

Date: 27-Sep-21

F17AACC601DE4FC...

### 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**



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: 2556090

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

DATE OF ISSUE

03/04/2024

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

**OWNERSHIP NUMBER**

17993213

**OWNERSHIP NAME**

S P PAULOVICH

**PROPERTY DESCRIPTION**

1 / 2 ALICE ST / PLYMPTON SA 5038 / UNIT 1

**ASSESSMENT NUMBER**

2133420104

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5015/398

**CAPITAL VALUE**

\$315,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2023-2024

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 127.50  
\$ 79.90  
\$ 0.00  
\$ -97.60  
\$ 0.00

**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**

02/07/2024



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**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.

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: 2556090

**DATE OF ISSUE**

03/04/2024

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

S P PAULOVICH

**FINANCIAL YEAR**

2023-2024

**PROPERTY DESCRIPTION**

1 / 2 ALICE ST / PLYMPTON SA 5038 / UNIT 1

**ASSESSMENT NUMBER**

2133420104

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5015/398

**TAXABLE SITE VALUE**

\$167,000.00

**AREA**

0.0000 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****02/07/2024****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

## LOCAL GOVERNMENT RATES SEARCH

Civic Centre  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
Tel: 08 8416 6333  
Email: [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)  
SMS: 0429 205 943  
Web: [westtorrens.sa.gov.au](http://westtorrens.sa.gov.au)



02 April 2024

TO: DUNCAN SANDE & ASSOCIATES  
PO BOX 3033  
NORWOOD SA 5067

### DETAILS OF PROPERTY REFERRED TO:

|                       |                                    |
|-----------------------|------------------------------------|
| RATES ASSESSMENT NO : | 21231 6                            |
| VALUER GENERAL NO :   | 2133420104                         |
| OWNER :               | Stephen Peter Paulovich            |
| PROPERTY ADDRESS :    | 1/2 Alice Street, PLYMPTON SA 5038 |
| VOLUME/FOLIO :        | CT-5015/398                        |
| LOT/PLAN NUMBER :     | S6857 Unit 1                       |
| WARD :                | Morphett                           |

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 and fines in arrears                            | .00  |
| Interest on Arrears charged in current financial year | 0.00 |

|                                            |          |
|--------------------------------------------|----------|
| Rates for current 2023/2024 financial year | 1,089.45 |
|--------------------------------------------|----------|

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the financial year that the rates are declared. The current year's rates fall due on **September 1, 2023; December 1, 2023; March 1, 2024 and June 3, 2024.**

Fines and interest will be added as provided by the Local Government Act 1999, as amended.

|                              |         |
|------------------------------|---------|
| Less rebates                 | 0.00    |
| Fines (current)              | 0.00    |
| Legal fees (current)         | 0.00    |
| Less current year's payments | -817.10 |
| Overpayment                  | 0.00    |
| Refunds                      | 0.00    |

|                                 |        |
|---------------------------------|--------|
| Balance - Rates Due and payable | 272.35 |
| Sundry Property Debts           | 0.00   |

**TOTAL BALANCE**

**272.35**

**AUTHORISED OFFICER**

This statement is made on the 2 April, 2024

### Payment Methods

#### BPAY



Billers Code: 88567  
Reference: 212316

#### Credit Card

Payments can be made online at [westtorrens.sa.gov.au/onlineservices](http://westtorrens.sa.gov.au/onlineservices) or phone 08 84166333 (during business hours).

## LOCAL GOVERNMENT RATES SEARCH

Civic Centre  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
Tel: 08 8416 6333  
Email: [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)  
SMS: 0429 205 943  
Web: [westtorrens.sa.gov.au](http://westtorrens.sa.gov.au)



### NOTIFICATION OF CHANGE OF OWNERSHIP

02 April 2024

**Vendor/Purchaser or representative of same to complete and return to:**

CITY OF WEST TORRENS  
165 SIR DONALD BRADMAN DRIVE  
HILTON SA 5033

Telephone (08) 8416 6333  
Email [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)

#### Notification of change of owner in respect of:

Stephen Peter Paulovich

#### for the property at:

1/2 Alice Street, PLYMPTON SA 5038

#### title reference;

CT-5015/398

**Please remove the aforementioned names from the Assessment Book referenced to:**

Rates Assessment No : 21231 6  
Valuer General No : 2133420104

**and replace with the following new ownership details:**

*(please list all names IN FULL)*

| SURNAME or<br>COMPANY NAME | GIVEN NAMES | TITLE<br>(Mr, Mrs,<br>Ms, Dr etc.) | SIGNATURE |
|----------------------------|-------------|------------------------------------|-----------|
|                            |             |                                    |           |
|                            |             |                                    |           |
|                            |             |                                    |           |
|                            |             |                                    |           |
|                            |             |                                    |           |

**The new owner/s address for issue of rate notices is:**

**New details provided by (strike out if not applicable):**

DUNCAN SANDE & ASSOCIATES  
PO BOX 3033  
NORWOOD SA 5067

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_



To: DUNCAN SANDE &  
ASSOCIATES  
PO BOX 3033  
NORWOOD SA 5067

Certificate Date: 02 April 2024

## PROPERTY INFORMATION AND PARTICULARS

in response to an enquiry pursuant to Section 7 of the  
LAND & BUSINESS (SALE & CONVEYANCING) ACT, 1994

### DETAILS OF PROPERTY REFERRED TO:

|                     |   |                                      |
|---------------------|---|--------------------------------------|
| Rates Assessment No | : | 212316                               |
| Valuer General No   | : | 2133420104                           |
| Owner               | : | Stephen Peter Paulovich              |
| Property Address    | : | 1/2 Alice Street<br>PLYMPTON SA 5038 |
| Volume / Folio      | : | CT-5015/398                          |
| Lot / Plan Number   | : | S6857 Unit 1                         |
| Ward                | : | Morphett                             |

---

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

In addition, Building Indemnity Insurance and Particulars of Environment Protection details are given, if applicable, pursuant to SCHEDULE 1, Division 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.

---

## Development Act 1993 (Repealed)

### Part 3—Development Plan

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

Is the land situated in a designated State Heritage Area? **N/A**

Is the land designated as a place of local heritage value? **N/A**

Is there a current Code Amendment released for public consultation by a private proponent on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **NO**

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **N/A**

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:

---

|     |                                                                                  |           |
|-----|----------------------------------------------------------------------------------|-----------|
| 5.1 | Section 42 - Condition (that continues to apply) of a development authorisation: | <b>NO</b> |
|-----|----------------------------------------------------------------------------------|-----------|

---

#### 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) | <b>NO</b> |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

---

|      |                                                                                                            |           |
|------|------------------------------------------------------------------------------------------------------------|-----------|
| 10.1 | Section 105F (or section 56 or 83 (repealed) - Notice to take action to prevent outbreak or spread of fire | <b>NO</b> |
|------|------------------------------------------------------------------------------------------------------------|-----------|

---

|      |                                                                |           |
|------|----------------------------------------------------------------|-----------|
| 11.1 | Notice under Section 44 of the Food Act 2001 improvement order | <b>NO</b> |
|------|----------------------------------------------------------------|-----------|

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|      |                                                                 |           |
|------|-----------------------------------------------------------------|-----------|
| 11.2 | Notice under Section 46 of the Food Act 2001 prohibition order. | <b>NO</b> |
|------|-----------------------------------------------------------------|-----------|

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|      |                                                                                               |           |
|------|-----------------------------------------------------------------------------------------------|-----------|
| 15.1 | Notice or declaration under Part 3, Section 23 and Part 7 of the Housing Improvement Act 1940 | <b>NO</b> |
| 15.2 |                                                                                               | <b>NO</b> |

---

|      |                                                                                                       |           |
|------|-------------------------------------------------------------------------------------------------------|-----------|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1934 | <b>NO</b> |
|------|-------------------------------------------------------------------------------------------------------|-----------|

---

|      |                                                                                                        |           |
|------|--------------------------------------------------------------------------------------------------------|-----------|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. | <b>NO</b> |
|------|--------------------------------------------------------------------------------------------------------|-----------|

---

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

Refer attached

---

---

29.2 section 127 - Condition (that continues to apply) of a development authorisation

Refer attached

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

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

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Is the land situated in a designated State Heritage place?

*Refer to PlanSA Section 7 Report attached*

Is the land designated as a place of local heritage value?

*Refer to PlanSA Section 7 Report attached*

Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?

**NO**

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

**YES**

### **25 Pierson Street Lockleys Code Amendment**

#### **Glandore Character Area Protection Code Amendment**

#### **Tunnel Protection Overlay Code Amendment**

#### **Ancillary Accommodation and Student Accommodation Code Amendment**

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29.3 section 139 - Notice of proposed work and notice may require access

29.4 section 140 - Notice requesting access

---

29.5 section 141 - Order to remove or perform work

**NO**

29.6 section 142 - Notice to complete development

**NO**

29.7 section 155 - Emergency order

**NO**

29.8 section 157 - Fire safety notice

**NO**

29.9 section 192 or 193 - Land management agreement

**NO**

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

**NO**

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

**NO**

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|       |                                                                                                                                                           |    |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 29.12 | Part 16 Division 1 - Proceedings                                                                                                                          | NO |
| 29.13 | section 213 - Enforcement notice                                                                                                                          | NO |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order                                                                                                        | NO |
| 31.1  | Notice under Part 3 of the Public and Environmental Health Act 1978 (revoked).                                                                            | NO |
| 31.2  | Part 2 - Condition (that continues to apply) of an approval under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked).         | NO |
| 31.3  | Regulation 19 - Maintenance order (that has not been complied with) under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked). | NO |
| 32.2  | Notice under Section 92 of the South Australia Public Health Act 2011.                                                                                    | NO |
| 32.3  | Part 4 – Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013                        | NO |

PLEASE NOTE:

Only that information that is required to be provided has been given and that 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 02 April 2024



**Pat Mosca**  
Development Support Officer

## FURTHER INFORMATION HELD BY COUNCILS

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Does the council hold details of any development approvals relating to—  
(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)?

NO

**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 the 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.*
-

## PARTICULARS OF BUILDING INDEMNITY INSURANCE

**Note:** Building Indemnity Insurance is not required for:

- a) domestic building work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required for; or
- b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- c) domestic building work commenced before 1 May 1987.
- d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or
- e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

NO

## **ADVISORY NOTES**

### **Flood Prone Areas**

There are a number of rivers and creeks in the City of West Torrens including the River Torrens and Brown Hill Keswick Creek. Some properties in the City of West Torrens are located in flood prone areas. The City of West Torrens publishes information on known flooding hazards on its website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Building-in-flood-prone-areas>

Flood hazards are also mapped in the Planning and Design Code. The Code can be viewed on the Department of Planning, Transport and Infrastructure's website:

<https://plan.sa.gov.au>  
<https://sappa.plan.sa.gov.au/>

Further information is available from the City of West Torrens City Assets department on 8416 6333.

### **Heritage and Contributory items**

Heritage and contributory items are mapped in the South Australian Planning and Property Atlas. The Development Plan can be viewed on the Department of Planning, Transport and Infrastructure's website:

<https://sappa.plan.sa.gov.au/>

Further information is available from the City of West Torrens City Development department on 8416 6333.

### **Areas Affected by Aircraft Noise**

The Adelaide Airport is located within the City of West Torrens. Most operations at the Airport are international and domestic regular passenger services using medium to large aircraft.

Some properties within the City of West Torrens may be subject to overflight and aircraft noise from Adelaide Airport. Residents or business proprietors are advised that living or working in the vicinity of the Adelaide Airport may result in noise from the Airport operations and that individual sensitivity can vary from person to person.

Information about development and aircraft noise can be found on the City of West Torrens website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Aircraft-noise-considerations-for-building-or-developing>

The Australian Noise Exposure Forecast (ANEF) can be viewed on the City of West Torrens online mapping tool called West Maps Public on its website:

<https://maps.wtcc.sa.gov.au/mapviewer/>

The following information from other organisations may be useful:

| Internet link                                                                                                                                                                           | Organisation                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/">https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/</a> | Adelaide Airport Master Plan - Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.                                                               |
| <a href="https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx">https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx</a>             | Australian Government Federal Agency - Aircraft noise and complaints information                                                                                                                                                                 |
| <a href="http://aircraftnoise.com.au/">http://aircraftnoise.com.au/</a>                                                                                                                 | Airservices Australia and Australian Airports Association initiative - information on aircraft noise, its management, and what you can do to reduce its impact.                                                                                  |
| <a href="http://www.airservicesaustralia.com/aircraftnoise/">http://www.airservicesaustralia.com/aircraftnoise/</a>                                                                     | Australian Government Airservices Australia<br>Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and fact sheets |
| <a href="https://www.aviationcomplaints.gov.au/">https://www.aviationcomplaints.gov.au/</a>                                                                                             | Australian Government site for aviation complaints.                                                                                                                                                                                              |
| <a href="http://www.ano.gov.au/">http://www.ano.gov.au/</a>                                                                                                                             | Federal Aircraft Noise Ombudsman office - Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.                                                       |

Enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333.



## Smoke Alarms in Dwellings

Regulation 95 of the *Planning, Development and Infrastructure (General) Regulations 2017* requires all dwellings to be fitted with a self-contained smoke alarm.

Should an existing building that is captured by regulation 95 be transferred, a smoke alarm(s) **shall be installed within six months from the day of transfer** and shall comply with AS3786. That is, the smoke alarms(s) **shall be hardwired through the electricity mains or powered by 10 year life non replaceable, non-removable permanently connected batteries.**

If a smoke alarm(s) is/are not installed, the owner of the dwelling is guilty of an offence which carries a maximum penalty of \$750.00.

The following information from other organisations may be useful:

| Internet link                                                                                                                                                                                               | Organisation                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <a href="https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms">https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms</a>                           | Department of Planning, Transport and Infrastructure - Owning a property - Smoke alarms |
| <a href="https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/">https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/</a> | South Australian Metropolitan Fire Service - Smoke Alarms - What you Need to Know       |

Any enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333 or the South Australian Metropolitan Fire Service on 8204 3611.

## Data Extract for Section 7 search purposes

Valuation ID 2133420104

**Data Extract Date:** 03/04/2024

**Parcel ID:** S6857 U1

**Certificate Title:** CT5015/398

**Property Address:** UNIT 1 2 ALICE ST PLYMPTON SA 5038

**Zones**

Housing Diversity Neighbourhood (HDN)

**Subzones**

No

**Zoning overlays**

**Overlays**

**Airport Building Heights (Regulated) (All structures over 15 metres)**

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

**Affordable Housing**

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

**Building Near Airfields**

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

**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.

**Key Railway Crossings**

The Key Railway Crossings Overlay seeks to ensure safe, efficient and uninterrupted operation of key railway crossings.

**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.

#### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

#### **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 State Heritage Place/Area

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 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

NO

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

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/>

**Associated Development Authorisation Information**

*A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.*

No

**Land Management Agreement (LMA)**

No

|                |                 |               |           |             |
|----------------|-----------------|---------------|-----------|-------------|
| Account Number | L.T.O Reference | Date of issue | Agent No. | Receipt No. |
| 21 33420 10 4  | CT5015398       | 4/4/2024      | 198       | 2556090     |

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: S P PAULOVICH  
Location: U1 2 ALICE ST PLYMPTON UNIT 1  
Description: 4H/UNIT G      Capital Value: \$ 315 000  
Rating: Residential

### Periodic charges

Raised in current years to 31/3/2024

|                                |                        |   | \$       |
|--------------------------------|------------------------|---|----------|
| Arrears as at: 30/6/2023       |                        |   | 213.92CR |
| Water main available: 1/7/1988 | Water rates            | : | 222.60   |
| Sewer main available: 1/7/1988 | Sewer rates            | : | 238.50   |
|                                | Water use              | : | 133.08   |
|                                | 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            | : | 380.26CR |
|                                | Balance outstanding    | : | 0.00     |

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

Next quarterly charges:    Water supply: 74.20      Sewer: 79.50      Bill: 10/4/2024

This account has no meter of its own but is supplied from account no 21 33420 09 1.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 20.00%.

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:  
S P PAULOVICH

Water & Sewer Account  
Acct. No.: 21 33420 10 4

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

Address:  
U1 2 ALICE ST PLYMPTON UNIT 1

---

### Payment Options

**EFT**

EFT Payment

|                      |                             |
|----------------------|-----------------------------|
| Bank account name:   | SA Water Collection Account |
| BSB number:          | 065000                      |
| Bank account number: | 10622859                    |
| Payment reference:   | 2133420104                  |



Bill code: 8888  
Ref: 2133420104

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: 2133420104



**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)

# Application/Statement

Strata Titles Act 1988 (Section 41)

Community Titles Act 1996 (Sections 11, 44, 51, 139)



From: Duncan Sande & Associates  
PO Box 3033  
Norwood SA 5067

Phone 08-8361 2700

Fax 08-8361 2660

(insufficient details will cause delays).

To: The Secretary/Body Corporate Manager: Stephanie Butto

Address of Secretary/Manager: 2 Alice street Plympton

\*Strata/\*Community Corporation No. 6857 Incorporated

on behalf of the owner / \*mortgagee / \*prospective purchaser / \*prospective mortgagee in regard to:

\*Unit/Lot No 1 in the above Corporation which is situated at:

Street: 2 Alice Street

Suburb: Plympton

State: SA

Postcode: 5038

and owned by S.P. Paulovich (must be filled in for cross checking to ensure correct unit/lot)

I/We request that you provide the following information within 5 business days after the making of the application as required by the Act:

## PART 1 FINANCIAL DETAILS

1.1 Unit/Lot Entitlement  Total of all Unit/Lot Entitlements

1.2 (a) Maintenance Contributions

Amount Payable \$  per  paid to  /  /

(b) Levies Payable (Description, Amount, Due Date)

(1) \$284.62 p/q

(2)

Contributions \$  Levies \$  Interest \$

As at  /  /

Total Arrears \$

N.B. Interest accrues daily at  % per annum

(c) Water charges to be paid by \*Corporation / Owner

## 1.3 Liabilities of the Corporation

(a) Current liabilities incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1)  \$

(2)  \$

(b) Future liabilities resolved to be incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1) n/a but we will probably conduct some works on the roof at some point \$

(2)  \$

## 1.4 Assets of the Corporation

Name of Fund: Strata Corp 6857

Where held: ANZ bank

(a) Sum standing to credit of fund \$ 3,749.41

(b) Amount budgeted for known expenses \$  (see budget)

(c) Amount in Sinking Fund \$

Purpose

(d) Particulars of other assets: (common property improvements that do not appear on the strata plans)

# Application/Statement

Strata Titles Act 1988 (Section 41)

Community Titles Act 1996 (Sections 11, 44, 51, 139)



## PART 2 INSURANCE DETAILS

Insurer:

See attached

Property Cover \$  Expiry Date  /  /  Policy No

Public Liability \$  Expiry Date  /  /  Policy No

Other Cover (e.g. Voluntary Workers, Fidelity Guarantee, Machinery Breakdown, Flood)

(1)  \$  Expiry Date  /  /  Policy No

(2)  \$  Expiry Date  /  /  Policy No

(3)  \$  Expiry Date  /  /  Policy No

## PART 3 Please supply a copy of each of the following: (Applicant to delete if not required)

- 3.1 (a) Minutes of general meetings of the Corporation for the last two (2) years.  
 (b) Minutes of management committee meetings of the Corporation for the last two (2) years.  
 (c) Details of any "special resolution" or "unanimous resolution" affecting the unit/lot or common property passed during the last five (5) years (excluding those contained in (a) above)

Refer relevant minutes or summary sheet attached

- 3.2 Statement of Accounts of the Corporation last prepared.  
 3.3 \*The Articles (for Strata) / The By-Laws (for Community Scheme)  
 3.4 Certificate of Currency of Insurance.  
 3.5 Insurance Policy(ies) currently in force by the Corporation.  
 3.6 The Development Contract [Section 51] and Particulars of the owners obligations (Community Title).  
 3.7 The Scheme Description [Section 11] (Community Title).

## PART 4 Please complete the following:

The Corporation's records are available for inspection at

on any working day between the hours of  am and  pm. Contact phone

(A fee of \$8.00 will be charged)

## PART 5 Fees Payable (which must accompany this application - delete any item that does not apply)

- 5.1  
 \*(a) For supplying Part 1 \$40.00  
 \*(b) For completing and supplying items 3.1 to 3.4 inclusive \$40.00  
 \*(c) For supplying item 3.5 \$16.00  
 \*(d) For supplying item 3.6 (Community Title only) \$25.00  
 \*(e) For supplying item 3.7 (Community Title only) \$25.00

Total fees payable on this application \$

(plus GST if body corporate or manager collect GST)

5.2 Date of Application:  /  /  Signed for/on behalf of the Applicant

*Ane*

Date of Statement:  /  /  Signed for/on behalf of the Corporation

*S Butto*

### Applicant - Please Note:-

- This statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue thereof.
- Applicants are invited to check the current status prior to settlement.
- Please advise the Corporation the name and address of the new owner when settlement has been effected.
- For Strata Title, this Application can also be made to any member of the Management Committee.
- REISA recommends that a copy of the current policies of insurance taken out by the Strata Corporation is requested (refer 3.5)
- Community By-laws (3.3), plans of division and development contract (3.6) are also available from the Registrar-General.





MGA Insurance Brokers Pty Ltd  
176 Fullarton Road  
DULWICH  
S.A. 5065  
Website: www.mga.com

AFS Licence No. 244601  
ABN 29 008 096 277

INVOICE  
Issued 29.09.2023

Strata Corporation No. 6857  
626 Cross Road  
Plympton SA 5038

### Total Payable\*

**A\$ 2,945.00**  
includes GST of 243.41

### Pay By

**15th October 2023**  
or within 7 days of invoice receipt

### Our Reference

I4394684

### Policy Number

Class: Strata/Community Corporation - Domestic

## PROTECTING AUSTRALIANS SINCE 1975

MGA Insurance Brokers is one of the top 10 Insurance Brokerages in Australia with 40 offices and over 200 personnel Australia wide



### IMPORTANT INFORMATION

Please review your policy documents carefully and contact us immediately if any details are incorrect, other changes are required or if you have any questions regarding your policy.

New Insurer Renewal for Strata Corporation No.6857  
2 Alice Street, Plympton

If you should have any queries, please contact:  
Ashley Ward on (08) 8291 2350

Claims must be notified as soon as reasonably possible. Late notification may result in the insurer refusing to indemnify you or reducing your claim, to the extent the insurer is prejudiced by the delay. Refer to your policy for more details.\*The enclosed Tax Invoice provides a detailed breakdown of the above Total Payable amount.

### Payment Options:



Billers Code: **36160**  
Reference: **043946840070**  
From savings or cheque account



Post your cheque with this payment slip to:  
MGA Insurance Brokers Pty Ltd  
Locked Bag 4001  
KENT TOWN DC SA 5067



Pay in person at any Australia Post outlet using cash, cheque or EFTPOS.



Pay in person at any Australia Post outlet or at your local MGA Office.



Visit our website at: [www.mga.com](http://www.mga.com)  
to pay by Visa, Mastercard or Amex.  
A surcharge (Incl. GST) will apply.  
Client Reference: MGA ADL S8035  
Invoice Reference: I4394684



Pay using internet banking by entering the below BSB, account and reference details:  
BSB: 085-456  
Account: 691298599  
Reference: I4394684



**Total Payable A\$ 2,945.00**

Broker: Ashley Ward  
MGA ADL S8035 1345495/004 I4394684



\*2871 043946840070

## **OUR PRIVACY POLICY**

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APP's). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose your information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

## **YOUR DUTY OF DISCLOSURE**

You have a duty of disclosure under the Insurance Contracts Act 1984.

When applying for insurance and answering any questions, you need to advise anything you know, or that a reasonable person in the circumstances would know, that may affect or be relevant to the insurer's decision to insure you and on what terms.

You must comply with your duty of disclosure until the insurer agrees to insure you (including any renewal, extension, variation or reinstatement as applicable), and if anything that you have disclosed to us changes before that time, you also need to tell us.

The duty applies to you and anyone else that you want to be covered by the contract.

If you are in doubt tell us and we can help.

## **NON-DISCLOSURE**

If you fail to comply, the insurer may reduce its liability under the contract in respect of a claim, cancel the contract or both. If your failure is fraudulent, they may also avoid the contract from its beginning.

## **AVERAGE OR CO-INSURANCE**

Check your sums insured are adequate to cover the full replacement value of your items in the event of a claim. Where the contract of insurance includes an Average or Co-Insurance provision, you will be considered your own Insurer for the difference between the sum insured at the time of loss and the specified percentage of the true value of the property lost or damaged. The effect of the Average or Co-Insurance provision is that you will bear a rateable proportion of any loss in the event of any under-insurance.

## **THIRD PARTY INTERESTS**

You should advise the Insurer of the interest of all third parties (e.g. financiers, lessors, mortgagees) in the subject matter of policy. The interest of such third parties may only be protected if it is noted on the policy.

## **HOLD BLAMELESS OR PREVENTING THE RIGHT OF RECOVERY**

Please be aware that if you are a party to any agreement or understanding that has the effect of excluding or limiting the insurer's rights of recovery from a third party, the insurer may have the right to refuse to indemnify you for such loss if it is shown that Insurer's rights of recovery has been prejudiced by your action.

## **ASSOCIATIONS WITH RELATED BODIES CORPORATE**

We are members of the Austbrokers network of insurance brokers. MGA Insurance Brokers is an equity member within the Austbrokers network. AUB Group Limited (ABN 60 000 000 715) (AUB) is a sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653, a company that provides marketing, distribution and training services to members of Austbrokers.

MGA Insurance Brokers Pty Ltd and MGA EziPay Pty Ltd (ABN 12 119 047 960) are wholly owned subsidiaries of MGA Management Services Pty Ltd (ABN 47 008 210 482).

## **ASSOCIATION WITH AN UNDERWRITING AGENCY**

We have an association with Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095). MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have some common beneficial ownership.

## **IMPORTANT INFORMATION**

This document provides only brief details of the insurance. The full terms and conditions are contained in the policy documents and it is essential that you read these carefully. Should you have any questions about the scope of cover provided, please contact your local MGA office for an explanation.

MGA subscribes to the Australian Financial Complaints Authority (AFCA). Should you have any complaint about MGA please contact our office immediately. The latest version of our Financial Services Guide is available on our website [www.mga.com](http://www.mga.com)

## **LEGAL LIABILITY OR INDEMNITY INSURANCE**

Should the policy state that the cover is written on a "Claims Made" basis or "Claims Made and Notified" basis, it is imperative that the Insurer be notified immediately of any claim, incident or circumstances that may result in a claim during the currency of the policy or any permitted extended disclosure period (if applicable).

## **NON RETURN OF BROKERAGE**

The charges detailed on this invoice include the commission and fee income earned by this office for the placement of the risk insured. Our fees or commission may not be refunded to you if the policy is cancelled prior to expiry.

## **COOLING OFF PERIOD**

Some policies are subject to a cooling off period (the policy will state if this is the case and the applicable notice period). Where a cooling off period applies you can check that the policy meets your needs during the notice period and if not, you may be able to cancel the policy (except in some circumstances, for example, if you have made a claim) and receive a full refund of any premium paid (less certain deductions permitted by law). You may still have rights to cancel the policy after any cooling off period ends.

**For more information, please contact our office, refer to your policy documents or visit our website [www.mga.com](http://www.mga.com) for the Financial Services Guide and Privacy Policy.**

MGA Insurance Brokers Pty Ltd  
176 Fullarton Road  
DULWICH  
S.A. 5065  
ABN 29 008 096 277  
Australian Financial Services Licence No. 244601

**TAX INVOICE**  
Issued 29.09.2023

Client : Strata Corporation No. 6857  
626 Cross Road  
Plympton SA 5038

ABN :  
Class : Strata/Community Corporation - Domestic  
Insurer : Strata Community Insurance Agencies Pty Ltd  
Policy Number :  
Period : 15.10.2023 to 15.10.2024 at 4pm  
Invoice Number : I4394684  
MGA Reference : MGA ADL S8035 1345495/004

|                         |          |
|-------------------------|----------|
| Premium                 | 2,210.63 |
| Underwriting Agency Fee | 120.00   |
| GST                     | 233.06   |
| Stamp Duty*             | 267.49   |
| Broker Service Fee      | 103.47   |
| Fee GST                 | 10.35    |

Total Payable (incl GST) A\$ 2,945.00

GST Total 243.41

\* Not a taxable supply  
This is only a Tax Invoice once payment is received.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
176 Fullarton Road  
DULWICH  
S.A. 5065

Phone: 08 8291 2300  
Locked Bag 4001  
KENT TOWN DC SA 5067

## COVERAGE SUMMARY

Strata Corporation No. 6857  
Strata/Community Corporation -

### STRATA/COMMUNITY CORPORATION - DOMESTIC

#### INSURED:

Strata Corporation 6857

#### SITUATION:

2 Alice Street, Plympton SA 5038

|            |        |                      |              |
|------------|--------|----------------------|--------------|
| SECTION 1: | PART A | 1. Building          | \$ 1,034,145 |
|            |        | Common Area Contents | Not Included |

|        |                                      |            |
|--------|--------------------------------------|------------|
| PART B | Loss of Rent/Temporary Accommodation | \$ 155,122 |
|--------|--------------------------------------|------------|

|                 |                    |          |
|-----------------|--------------------|----------|
| OPTIONAL COVERS | 1. Flood           | Included |
|                 | 2. Floating Floors | Included |

|            |                 |               |
|------------|-----------------|---------------|
| SECTION 2: | Legal Liability | \$ 30,000,000 |
|------------|-----------------|---------------|

|            |                   |            |
|------------|-------------------|------------|
| SECTION 3: | Voluntary Workers | \$ 200,000 |
|            |                   | \$ 2,000   |

|            |                    |            |
|------------|--------------------|------------|
| SECTION 5: | Fidelity Guarantee | \$ 100,000 |
|------------|--------------------|------------|

|            |                          |            |
|------------|--------------------------|------------|
| SECTION 6: | Office Bearers Liability | \$ 250,000 |
|------------|--------------------------|------------|

|            |                     |              |
|------------|---------------------|--------------|
| SECTION 7: | Machinery Breakdown | Not Included |
|------------|---------------------|--------------|

|            |             |              |
|------------|-------------|--------------|
| SECTION 8: | Catastrophe | Not Included |
|------------|-------------|--------------|

|            |        |                        |            |
|------------|--------|------------------------|------------|
| SECTION 9: | PART A | Government Audit Costs | \$ 25,000  |
|            |        | - Professional Fees    |            |
|            | PART B | Appeal Expenses        | \$ 100,000 |
|            | PART C | Legal Defence Expenses | \$ 50,000  |

|             |                                    |            |
|-------------|------------------------------------|------------|
| SECTION 10: | Lot Owners Fixtures & Improvements | \$ 300,000 |
|-------------|------------------------------------|------------|

|             |                          |              |
|-------------|--------------------------|--------------|
| SECTION 11: | Loss of Lot Market Value | Not Included |
|-------------|--------------------------|--------------|

#### EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. 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.

Section 1 - \$ 1,000 Insured Property

Section 9 - \$ 1,000 Legal Defence Expenses and 10% Contribution

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism

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S.A. 5065

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Locked Bag 4001

KENT TOWN DC SA 5067

## COVERAGE SUMMARY

Strata Corporation No. 6857

Strata/Community Corporation -

Others As Per Policy

| INSURER | POLICY NUMBER | PROPORTION |
|---------|---------------|------------|
|---------|---------------|------------|

|                                         |  |           |
|-----------------------------------------|--|-----------|
| Strata Community Insurance Agencies Pty |  | 100.0000% |
|-----------------------------------------|--|-----------|

A.B.N. 72 165 914 009

12 Tucker Street

ADELAIDE SA 5000

Ph: 1300 724 678

\* SUPPORTING INSURERS

- Allianz Australia Insurance Limited 100.0000%

2 Market Street

Sydney NSW 2000

ABN 15 000 122 850

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
AFS Licence No. 244601

## GENERAL ADVICE

**This is an important document. You should read it carefully and ensure that you understand it.**

|                        |                                              |                |                               |
|------------------------|----------------------------------------------|----------------|-------------------------------|
| <b>Client</b>          | :Strata Corporation No. 6857                 |                |                               |
| <b>Insurer</b>         | :Strata Community Insurance Agencies Pty Ltd |                |                               |
| <b>Class of Risk</b>   | :Strata/Community Corporation - Domestic     |                |                               |
| <b>Policy Number</b>   | :                                            |                |                               |
| <b>Period of Cover</b> | :15.10.2023 to 15.10.2024                    | <b>Our Ref</b> | :MGA ADL S8035 1345495/004/01 |

In accordance with FSR legislation we are required to advise you that in this instance we are giving you "general advice".

General Advice means:

1. We have not taken into account your objectives, financial situation or needs.
2. You should consider whether this advice is suitable for your objectives, financial situation or needs before acting on it.
3. You should also obtain a product disclosure statement before making a decision about any financial product to which the advice relates.

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. Please ask us if you would like a copy of the TMD.

Some personnel receive an annual salary that may include bonuses based on performance criteria and achievement of company goals. They may also receive certain soft dollar benefits of the type described in this document.

The Representative providing the advice for this insurance receives a payment for this advice of 47.5% of the broker's remuneration.

The total amount invoiced includes the remuneration for advice of \$ 259.16

Our remuneration covers:

- A. The fee to our representative for advice and services rendered to you; and
- B. Our back office and administration costs and profit.

In certain circumstances our representatives may receive from us additional payments to cover costs of back office and administration functions being performed on our behalf.

From time to time we and our representatives may also receive what are commonly referred to as "soft dollar benefits" from product issuers and other financial service providers we deal with. Soft dollar benefits that we or our representatives receive that are reasonably estimated to exceed \$300 per item or event are potentially material. They may include such benefits as conference attendances, free meals or accommodation and must be disclosed to our Compliance Department in writing, who will determine if appropriate procedures are in place to manage or avoid any potential conflicts of interest which might arise.

## PRIVACY COLLECTION NOTICE

MGA Insurance Brokers Pty Ltd (ACN 008 096 277) collects your personal information (which in some instances may be sensitive information) so we can identify you, determine which products and services we can provide to you, administer services to you, and provide you with information in relation to our services. We may collect your personal information by telephone, email or in writing. We will not collect sensitive information without your consent.

The MGA Privacy Policy available at [www.mga.com/privacy](http://www.mga.com/privacy) outlines how we collect, hold, use and disclose your personal information in accordance with the Privacy Act 1989 (Cth) and the Australian Privacy Principles. By providing us with your personal information, you consent to the terms of the MGA Privacy Policy.

In particular, the MGA Privacy Policy addresses the following matters:

- who we collect personal information from;
- circumstances where we may be required by Australian law or court or tribunal order to deal with your personal information in a particular way;
- the purposes for which we collect your personal information;
- the consequences if you do not provide required personal information to us;
- other parties to whom we may disclose information;
- how we handle possible cross border disclosures of information;
- how you can access and/or correct your personal information; and
- our procedures for handling complaints about how we deal with your personal information.

If you have any queries in relation to the MGA Privacy Policy and our handling of your personal information, you can contact our Privacy Officer using the following details:

|            |                                                                                  |
|------------|----------------------------------------------------------------------------------|
| Mail:      | Att: Privacy Officer<br>MGA Insurance Brokers<br>PO Box 309<br>KENT TOWN SA 5071 |
| Telephone: | +61 8 8291 2300                                                                  |
| Facsimile: | +61 8 8333 0318                                                                  |
| Email:     | pat.warren@mga.com                                                               |

## TERMS OF ENGAGEMENT

As your insurance broker, we provide the following services in relation to your general insurances.

### OUR SERVICES

#### PRE-PLACEMENT SERVICES

- Assist you to identify and assess your risks and develop a proposal to submit to potential insurer/insurers
- Advise and make recommendations as to your insurance requirements

#### INSURANCE PLACEMENT AND PREMIUM FINANCING

- Seek insurance quotes (for more information on how we will seek quotes see "Approaching the market")
- Negotiate policy coverage and policy renewal annually or as otherwise agreed.
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests)
- If required, assist you with any Insurance Premium Funding needs

#### POST-PLACEMENT SERVICES

- Prepare and manage claims if an insured event occurs
- Advocate on your behalf during the claims process
- Facilitate policy changes and/or cancellations as per your instructions

#### APPROACHING THE MARKET

We have access to seek quotes from the broader general insurance market before making a recommendation. We have arrangements with around 150 insurers and underwriters, which enables us to find the right insurance product for you.

#### REMUNERATION

In return for the services we provide, we may receive a commission usually between 0% to 30% of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer and/or a broker fee, payable by you.

#### POLICY CANCELLATION

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.



## OUR ADVICE TO YOU

When providing advice, in some cases where we arrange more than one policy for you, we may provide personal advice for one policy and general advice for another. The type of advice given may also vary between policy placement, variation and renewal.

We will inform you in our advice disclosure document of the type of advice we are providing.

- When providing personal advice, we will take into consideration your personal objectives, financial situation or needs before making a recommendation. In order to provide this advice, we rely on you to provide accurate and complete information.
- When providing general advice, we will not take into consideration your personal objectives, financial situation or needs.

## PERIOD OF ENGAGEMENT

Unless we agree otherwise, our appointment is ongoing. Either you or we can terminate this appointment upon written notice to the other by providing at least 30 calendar days' notice or such other time agreed.

We may suspend the provision of our services to you or terminate this appointment if you do not provide us with reasonable assistance to allow us to provide our services or you do not meet the Terms of Engagement.

If you have no active policies with us the terms of engagement will automatically cease.

## FINANCIAL SERVICES GUIDE

We have provided you with a Financial Services Guide (FSG) which includes Important Information on insurance and important information about us, our services, remuneration and associations and other matters and terms which apply when we provide our services, including:

- Our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers and other service providers;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures;
- details of our privacy policy.

These documents form part of this Terms of Engagement to the extent relevant to the services we agree to provide. Please read them carefully at the same time as this Terms of Engagement. They are important documents and should be kept in a safe place for future reference.

We will notify you of any changes to these terms or services provided, therefore please let us know if your contact details change at any time. If you have any queries or require more information, please contact us.

We look forward to demonstrating our service.

**MGA Insurance Brokers Pty Ltd (MGA)**

ABN 29 008 096 277 AFSL No: 244601

# FINANCIAL SERVICES GUIDE (FSG)

The Financial Services covered by this Financial Services Guide are provided by:

## Our Authorised Representative

### Ashley Ward

For

Apoinga Pty Ltd  
ABN: 56 626 541 508  
Authorised Representative No. 001265302  
176 Fullarton Road, Dulwich, SA 5065  
Phone: (08) 8291 2350

## On behalf of and accordance with the authority of:

**MGA Insurance Brokers Pty Ltd (MGA)**  
ABN 29 008 096 277  
Australian Financial Service Licence No: 244601  
176 Fullarton Road, Dulwich SA 5065  
Phone 08 8291 2300

A reference to "we", "us" and "our" applies to MGA as well as and any Authorised Representative listed in this FSG unless the context indicates otherwise.

This guide is designed to assist you in deciding whether to use the financial services offered by us. It contains important information about:

- us and the services we can provide and some important terms that apply when we provide them;
- how we and our associates are remunerated in relation to our services;
- how we manage conflicts of interest; and
- how complaints are dealt with.

We explain what services we can provide and in what circumstance in this FSG.

If we arrange insurance for you (or otherwise where required by law), we will give you (amongst other things) a Product Disclosure Statement (PDS) and/or policy wording prepared by the product issuer explaining the insurance and Important Information to help you understand key matters.

If you are a retail client (as defined in the Corporations Act) and we agree to give you personal advice, we will provide you with a Statement of Advice (where required by law) or a record of our advice. This will contain our advice, the basis of our advice, and information on any remuneration, associations, or other interests, which might reasonably have influenced us in giving our advice.

This is an important document and replaces any prior FSG issued to you by us, so you need to read it carefully and keep it in a safe place. Contact us if you have any questions. This FSG remains valid until we provide you with a new FSG or Supplementary FSG to update it.

### Lack of independence - notice

We are not independent, impartial, or unbiased under section 923A of the Corporations Act because we or our representatives or associates may: receive remuneration (such as commission) or other gifts or benefits from the product issuer or from other third parties for related services provided in connection with any advice service we provide; or have associations or relationships with the product issuers and others. These things might reasonably be expected to influence any advice we may provide to you. We tell you how we are remunerated for our services and what you pay in the 'Our Remuneration' section along with details of relevant associations.

## NIBA CODE OF PRACTICE

MGA are a member of the National Insurance Brokers Association (NIBA) and subscribe to the NIBA Insurance Brokers Code of Practice in accordance with its terms. A copy of the Code which explains how it operates is available at [www.niba.com.au](http://www.niba.com.au) or by contacting our office.

## HOW YOU CAN INSTRUCT US

You need to give us instructions in writing by letter, email or by another method agreed by us. We will tell you what is possible when you contact us using our contact details at the front of this FSG.

## HOW WE COMMUNICATE WITH YOU

We will communicate with you using the most recent email or postal address supplied by you or by another method agreed by us. You must inform us if your contact details change.

## OUR SERVICES

### Our Authorisation

MGA hold Australian Financial Services Licence No 244601 which authorises us to provide advice and deal in relation to all general insurance. We are required to provide these financial services in accordance with the Corporations Act and other applicable law and are responsible for our representatives (including any Authorised Representative listed in this FSG) providing these services on our behalf.

We provide different services depending on the product concerned and our role may vary depending on the service provided. Before we provide any services, we will tell you our role and agree with you on what our services will be and the products they will relate to. We can only provide the insurance services below in relation to insurers we have on our approved insurer list (subject to eligibility).

We tell you how we are remunerated for our services and what you pay in the 'Remuneration' section along with details of relevant associations.

### Overview of our services and roles

#### Providing advice to you

There are two types of advice services we may provide and it's important to understand the difference:

- **Personal advice service**

This is essentially a recommendation or opinion provided by us on the suitability of the relevant insurance for you based on our consideration of your personal circumstances.

We act on your behalf in providing this service unless we expressly tell you otherwise. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice we will need to undertake a review of your needs so we can provide you with appropriate advice.

- **General advice service**

We may give you generalised recommendations or opinions or reports on the products that may influence your choice, but these are not based on our consideration of your personal circumstances. We will tell you when this is the case by providing a general advice warning. In such cases you always need to consider if the product is right for your personal needs as we have not done this for you.

- **Arranging insurance**

When agreed with you, we will help you apply for (including seeking quotes) and/or arrange for the issue, variation and/or renewal and/or disposal/cancellation of the relevant general insurance you request our services for, from one of our listed insurers (subject to eligibility). The process differs depending on the type of insurance and we explain this to you when you apply for the insurance.

## Claims assistance

Where we have arranged insurance for you, we will also assist you through the insurance claims process for that insurance and will liaise with the insurer on your behalf with your consent. If a claim or circumstance which might give rise to a claim occurs, contact us and we can help you in your engagement with the insurer while we continue to act for you. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. Any claims documentation, insurance company settlements and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

## Complaints assistance

Where we have arranged insurance for you, if you have a complaint against the insurer regarding that insurance, we are here to assist you and will liaise with the insurer on your behalf with your consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. Any complaints documentation and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

## Referral service

We may not provide the above services and instead only refer you to another service provider (acting on our own behalf). In making any referral we do not advise or represent that the products and services of the other service provider are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

## Services provided on behalf of an insurer

In some circumstances we may have an agreement with an insurer or their representative to arrange and issue, vary, or dispose of insurance policies for them. If we are given a "binding authority" from an insurer, this means we can enter into insurance policies on the insurer's behalf without reference to them, provided it is within the authority they have given us.

In the above cases we act on behalf of and in the interest of the insurer as our principal in providing the services, not yours. We will advise you when we act for an insurer and not for you.

## Premium funding

Premium Funding allows you to pay your premium via instalments. You will, however, have to pay interest to the premium funder on the amount borrowed and agree to the other relevant funding terms and conditions. A premium funding contract is separate to the contract of insurance and certain rights are assigned to the premium funding company through this arrangement. Please familiarise yourself with the terms and conditions of the funding contract. We may provide you with a quotation from our preferred premium funder or simply refer you to them (acting on our own behalf). You are not obliged to use that premium funder, and you can use one of your preference or ask us to look at alternatives for you. We do not provide any personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

## Vulnerable customer support

We seek to support clients who may be going through vulnerable circumstances such as financial hardship, family violence, illness, or communication barriers. If you need assistance, please contact us.

## REMUNERATION INFORMATION

The following sets out the types of remuneration we receive for our services depending on our role and services provided, who else we may pay and our remuneration terms.

### Remuneration types

#### Commission from an insurer for insurance placement

You must pay a premium to the insurer for the insurance. We may receive a commission from the insurer when your insurance is issued, varied, or renewed, unless we tell you that we are providing a "Fee only – no commission" service for that insurance.

The commission is a percentage of the insurer's base premium (i.e., the premium excluding amounts charged in relation to stamp duty, fire services levy, GST or any amounts payable in relation to applicable government charges, taxes, fees or levies). Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type. The commission ranges from 0 to 30% percent – depending on the product.

The commission does not represent our profit margin as it also reimburses us for administrative and other expenses, we incur in providing our services. The commission is included in the premium amount, and we receive it when you pay the premium. MGA and any Authorised Representative listed in this FSG share this commission.

### **Fee for service payable by you**

This is an amount (or amounts) we agree with you we will charge for a service that is not part of the premium payable by you and is payable in addition to the premium and any commission we may receive from the premium (unless we tell you in writing that we are providing a "Fee only – no commission" service for that insurance).

All fees are payable after we have provided the service or at such earlier time, we agree with you in writing and will be noted in the invoice that we send you. The amount of any fee we charge and how it might be calculated (e.g., set amount or based on a pre agreed rate for time spent etc) can depend on factors such as the complexity of your insurance needs, the size of your account with us and whether we receive commission from the insurer. Unless stated otherwise, all fees in our invoices are exclusive of GST. MGA and any Authorised Representative listed in this FSG share this fee.

### **Services and support benefits**

From time to time, MGA may enter into arrangements with insurers or premium funders and other third parties to provide them with services or support such as developing new products or services, improving efficiency, or enhancing portfolio performance. These services may include:

- preferred supplier status;
- back-office administrative support;
- data and analytical services;
- product development services;
- consulting services and business strategy meetings;
- opportunities to present at our conferences or provide training seminars to our representatives;
- website or other marketing and promotional services; or
- claims services initiatives.

MGA may receive a fee from them for providing these services. The amount of any fee is not attributable to any particular product placement or volume or profitability and is generally negotiated between us and the relevant insurer or funder on a periodical basis. This is not a separate amount payable by you in addition to the premium for the policy or funding amount.

### **Non-monetary benefits**

From time to time, MGA and our representatives may also receive non-monetary benefits from insurers and other third parties we deal with. These can include entertainment (e.g., lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference or sponsorship of our annual conference by a product issuer), accommodation and travel, business tools (e.g. software), gifts (e.g. product issuer or service provider branded promotional items and other occasional small gifts such as bottles of wine or hampers on special occasions etc). These benefits are provided by a wide range of insurers and other third parties that we have relationships with. In most cases they relate to our development of an understanding of the insurer or other third party and their product ranges and practices etc. Ultimately, this assists us in better servicing and representing you. MGA has, and monitors compliance with a Gifts and benefits policy that is designed to ensure that any conflicts that may arise from such benefits are avoided or appropriately managed.

### **Premium funding remuneration**

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. In some cases, we may have a fee arrangement with the premium funder. The amount of commission and fees varies depending on our arrangement with the premium funder we refer you to. MGA and any Authorised Representative listed in this FSG may share the fee or commission.

### **Other important associations and remuneration and benefits arising from these associations**

MGA are members of the Austbrokers network of insurance brokers. AUB Group Limited is a shareholder in our holding company MGA Management Services Pty Ltd (ABN 47 008 210 482). Where MGA provides services, this may lead to a benefit to associated entities providing connected services. These include MGA EziPay Pty Ltd (ABN 12 119 047 960), Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095), Whittles Management Services Pty Ltd (ABN 99 064 789 377 and entities identified to you as part of the Whittles Group.

AUB Group Limited (ABN 60 000 000 715) (AUB) is a sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653 (AMS), a company that provides marketing, distribution, and training services to members of Austbrokers. Some insurers pay a fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.

The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services. Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

In some cases, we may refer you to or advise you to use the services of one of our related body corporates or associated entities such as those listed above. We may indirectly benefit from any such referral or advice if it improves the group or associated entity's performance. If you buy a product through these entities, they and we (relevant to any referral, arrangement or advice service provided in relation to the product) may receive remuneration of the types specified above. Entities acting for the insurer under binder may also receive commission or fees based remuneration from insurers as well as remuneration related to claims handling and settling services. We will advise you when one of the above MGA related companies and other associated entities are involved.

### **Our staff's remuneration**

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain non-monetary benefits. In limited cases the Authorised Representative listed in this FSG may share their remuneration with their staff who assist them in providing financial services.

### **Who else do we pay?**

Where we appoint general insurance distributors to arrange insurance on our behalf, they may receive up to 55% of the commission and/or fees we earn.

### **Wholesale broker arrangements**

We may use the services of a wholesale broker. We may receive a share of any commission they receive from the insurer and/or charge a fee. In some cases, we may only charge a fee for our services. We will tell you what remuneration we receive in relation to such arrangements.

A broker may use our services as a wholesale broker and where they do, we may share any commission we receive from the insurer with them, unless they only charge a fee for their services.

### **Referrals to us**

If you have been referred to us, we may pay the referrer up to 50% of the commission and/or fees we earn.

### **Personal advice disclosure**

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will at least tell you either:

- the amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or
- if the amount is not known, the manner of calculation.

In other cases, we will disclose this information to you in other documentation (such as advice disclosure documentation) issued to you by us.

### **More information**

You can request particulars of the remuneration (including commission) or other benefits from us within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you.

## **REMUNERATION TERMS**

### **Invoice**

Where you have asked us to arrange your insurance (including any variations and renewals) on your behalf we will invoice you for the premium, statutory charges (e.g., stamp duty, fire/emergency services levy, GST) and any fees we charge for doing this.

You must either arrange premium funding, or pay the premium in accordance with the terms set out on our invoice, unless advised otherwise. If you do not pay the premium on time, we are obliged to inform the insurer that you have not done so.

The insurer then has the right to cancel the contract of insurance. This means that you will not be insured from the date the cancellation takes effect. The insurer may also charge a short-term penalty premium for the time on risk.

Where we act for the insurer, we or the insurer will issue an invoice for the premium, statutory charges (e.g., stamp duty, fire/emergency services levy, GST) and any fees we charge along with details of payment terms.

### **Our Remuneration refund and set off rights**

If you cancel the insurance, unless otherwise agreed with you in writing, we treat our commission and fees as being fully earned from the time of our arrangement of the entry, variation, or renewal the insurance policy for you. This means we are entitled to retain all fees and commission for the full period of insurance for any product placed by us on your behalf, even if an insurance policy is amended, cancelled, or otherwise ends in accordance with its terms or law before the expiry date of the period of insurance.

Unless agreed otherwise, if you terminate our engagement after we arrange your insurance and before payment of premium, we may charge you a fee in the amount equivalent to the commission that would have been payable to us by insurers. You agree that we may offset any commission or other amounts payable by you to us such as a fee from any premium refund you are entitled to from an insurer.

We may set off monies owed to you as return premiums against monies owed by you.  
The above rights apply to any policies cancelled as a result of a premium funding default.

### **MONEY HANDLING ARRANGEMENTS AND INTEREST/INVESTMENT INCOME ON TRUST FUNDS**

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth) which requires us to pay your premiums (and certain money paid to us by insurers for your account) into a trust account or other permitted investment pending payment to the insurer or you (as applicable). We may earn and retain interest or an investment return on this money. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers. The amount of the interest or investment return we receive is not attributable to any particular product placement and will generally not be known as this is generally calculated by the relevant financial institution.

We adopt industry practice in calculating local statutory charges. We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount (except to the extent prohibited by law). Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

### **HOW DO WE MANAGE CONFLICTS OF INTEREST?**

We take any potential conflicts of interest seriously and have a Conflict-of-Interest Policy, which we and our representatives must comply with. Compliance is audited on a regular basis.

Conflicts of interest are circumstances where some or all of your interests as our client, are or may be inconsistent with, or differ from, some or all of our interests.

Our procedures and training are all designed to properly manage any conflict of interest and it is important to note that we have legal duties we owe you when we act as your professional adviser on your behalf.

A key conflict faced when we act on your behalf is where we receive benefits from someone other than you — this can potentially influence us to act in their or our interests rather than yours. Where we arrange a policy an insurer can pay us commission (see above for details). It is the major form of insurance broker remuneration and can create a potential conflict of interest.

We have the number of procedures in place to manage this potential conflict of interest. For example, we tell you about this remuneration arrangement in this Guide and you can ask for more detailed information if you need it before you proceed. Where we provide personal advice on your behalf we have a legal duty as a professional to put your interests ahead of our own and can only provide you with advice that is appropriate for you having regard to the scope of advice agreed with you. If we can't provide such a service we will tell you. If you are a retail client, the Statement of Advice (or personal advice statement) we give you containing the personal advice also confirms details regarding the remuneration received.



## PRIVACY

We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when we collect, use, disclose or handle personal information to offer, provide, manage, and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG). Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website at [www.mga.com](http://www.mga.com) or alternatively, a copy can be sent to you on request. Please contact our Privacy Officer below, our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.

### What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products.

### How we collect your personal information

Collection can take place by telephone, email or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

We will collect your information directly from you or your agents. We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders, and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

### Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g., reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners. If we are seeking insurance from an overseas insurer or to a reinsurer who is located overseas, your information may be given to the overseas insurer (like Lloyd's of London who are based in the United Kingdom), reinsurer, or the overseas broker. By providing personal information to us, you acknowledge that we may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on this basis.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. We do not use sensitive information to send you direct marketing communications without your express consent.

### More information, access, correction or complaints

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise.

If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact the Privacy Officer

**Privacy Officer**  
**MGA Insurance Brokers**  
**Telephone number: (08) 8291 2300**  
**Post: Locked Bag 4001, KENT TOWN DC SA 5071.**  
**Email: [privacy@mga.com](mailto:privacy@mga.com)**



## WHAT SHOULD I DO IF I HAVE A COMPLAINT?

If you have any complaints about the service provided to you, you should take the following steps.

1. Contact us and tell us about your complaint.
2. If your complaint is not satisfactorily resolved within 5 business days, please contact the Complaints Officer

**Complaints Officer**  
**MGA Insurance Brokers**  
**Telephone number: (08) 8291 2300**  
**Post: Locked Bag 4001, KENT TOWN DC SA 5071.**  
**Email: [idr@mga.com](mailto:idr@mga.com)**

We will try and resolve your complaint quickly and fairly.

3. A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply. You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time.
4. AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints, subject to its rules. For details:

**Online:** [www.afca.org.au](http://www.afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Phone:** 1800 931 678  
**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

You may refer a complaint to AFCA at any time. Time limits apply. For example, AFCA may not consider your complaint referred to AFCA more than 2 years after we provide a final IDR response to you, unless AFCA considers special circumstances apply. If in doubt, contact AFCA. If AFCA tells you that under its rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

## PROFESSIONAL INDEMNITY INSURANCE ARRANGEMENTS

MGA have professional indemnity insurance in place which covers us and our representatives for claims made against us and/or them by clients in relation to our and/or their conduct in the provision of our services described in this FSG (subject to the policy terms). The insurance continues to cover claims in relation to our representatives who no longer work for us, but who did at the time of the relevant conduct (subject to its terms). This insurance satisfies the requirements for compensation arrangements under s912B of the Corporations Act 2001.

## OTHER IMPORTANT SERVICE TERMS THAT APPLY WHEN WE ARE ACTING ON YOUR BEHALF

### Any direct engagement by you with insurers where we are acting on your behalf

Where we act on your behalf, in the event that you have direct interaction with insurers without our involvement, we shall not be responsible for the outcome and consequences of such direct interactions.

### Approved Insurer list

We only arrange insurance with insurers that meet our minimum internal standards, unless otherwise agreed with you (e.g., where cover is arranged with an unauthorised foreign insurer). We do not guarantee the solvency or continuing solvency of any insurer and you should note that the financial position of an insurer can change. If an insurer ceases trading, we will do our best to assist you. Please note that in cases of insurer insolvency, premiums held by us may be deemed by law to have been paid to that insolvent insurer and cannot be returned to you. Similarly, claims monies held by us may be returnable to the insolvent insurers or their liquidators by operation of law, rather than you.

## Legal and taxation issues

Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.

### Jurisdiction

South Australia, unless this FSG lists an Authorised Representative, in which case the laws of the State or Territory in which the Authorised Representative's office listed in this FSG is located. The courts of Australia have exclusive jurisdiction.

## IMPORTANT INFORMATION ON INSURANCE

Where we agree to act on your behalf in relation to any insurance it is a term of that arrangement that you agree to read this Important Information on insurance section and ask us if you have any queries relevant to that insurance. This will help us help you.

### Duty of utmost good faith

Remember that every insurance policy is based on the principle of utmost good faith requiring each party (which means both you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so it may prejudice your rights under the policy and in particular, any claim.

### Disclosure and representations duty

Your **legal duty** regarding disclosure and representations to the insurer.

You have a legal duty in relation to what you disclose and the representations you make, to an insurer where you are applying to renew, extend, vary/change, replace or reinstate your insurance.

You are responsible for the accuracy and completeness of all the information you provide to us and to the insurer.

### What happens if you don't meet your duty?

If you don't the insurer may (to the extent permitted by law):

- reject or not fully pay your claim; and/or
- cancel your insurance or if the failure was fraudulent, treat it as if it never existed.

### Two key things to focus on in meeting your duty:

#### 1. Answering an insurer's questions

Answers to an insurer's questions usually help them decide whether to provide you with insurance and if so, on what terms. When answering them make sure you:

- read all guidance provided by the insurer and/or ask us if you are unclear;
- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects.

You may breach your obligations if you answer without any care as to the truth of the answer or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering or ask for assistance or clarification; and

- if another person is answering for you (including us), you should check the questions have been answered correctly on your behalf by them. If not, let us know immediately.

We rely on you for the accuracy of all information supplied.

## 2. Avoiding misrepresentations

You must take reasonable care not to make a misrepresentation to an insurer. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. E.g., a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### What is the duty that applies to you?

A different duty can apply under the [Insurance Contracts Act](#) depending on the type of insurance being applied for. In some cases, a different duty may apply to different types of insurance in a policy. The insurer will normally identify if this is the case.

### Consumer insurance contracts

These include insurance:

- obtained wholly or predominantly for the personal, domestic or household purposes of the insured; or
- which the insurer has opted in for as a consumer insurance contract – this will be stated to be the case by the insurer in the policy documentation.

For this insurance, an insured has a duty to take reasonable care not to make a misrepresentation to the insurer before the relevant contract of insurance is entered into. Whether or not an insured has taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

An insured is not to be taken to have made a misrepresentation merely because the insured failed to answer a question; or gave an obviously incomplete or irrelevant answer to a question. A misrepresentation made fraudulently is made in breach of the duty. See section 20B of the [Insurance Contracts Act](#) for detail.

### Other insurance contracts

All other insurance is subject to a duty of disclosure on the insured under section 21 of the [Insurance Contracts Act](#) to disclose to the insurer, before the relevant contract of insurance is entered into, every matter that is known to the insured, being a matter that:

- the insured knows to be a matter relevant to the decision of the insurer whether to accept the risk and, if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant, having regard to factors including, but not limited to:
  - the nature and extent of the insurance cover to be provided under the relevant contract of insurance; and
  - the class of persons who would ordinarily be expected to apply for insurance cover of that kind.

Some examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer; or
- any unusual feature of the insured risk that may increase the likelihood of a claim.

### The duty of disclosure does not require the disclosure of a matter:

- that diminishes the risk;
- that is of common knowledge;
- that the insurer knows or in the ordinary course of the insurer's business as an insurer ought to know; or
- as to which compliance with the duty of disclosure is waived by the insurer.

If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.

## When does the relevant duty apply until?

The relevant duty applies until the time the insurer agrees to issue you with insurance for the first time.

It also applies again when you are applying to renew, extend, vary/change, replace or reinstate your insurance, up until the time they agree to this.

If you have made a statement and/or disclosure and this changes before the end of the above relevant time, contact us as you must tell the insurer about this change before the time ends.

Once you comply with your relevant duty you may still have obligations during the period of insurance to update the insurer about any changes in prior disclosures or representations made. Your policy will identify what these are. If anything changes you must contact us. For example:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim.

## Need more help?

If any question asked in your insurance application process or guidance provided is not clear or you need additional assistance, please contact us.

## SOME OTHER IMPORTANT THINGS TO BE AWARE OF REGARDING INSURANCE

We set out below some important terms found in policies you should pay particular attention to and ensure you understand.

### Claims made and occurrence-based policies – What is the difference?

Should the policy schedule state that the cover is written on a "Claims Made" or "Claims Made and Notified" basis, it is imperative that the insurer be notified immediately of any claim, incident or circumstances that may result in a claim, during the currency of the policy or any permitted extended disclosure period (if applicable).

*Claims Made Policies* - Directors' and Officers' liability policies, professional indemnity and some other liability policies are typically written on a "Claims Made" basis. They cover only those claims made against you during the period of insurance. In some cases, you also have to notify the insurer of the claim during the period of insurance.

Claims made policies do not (unless stated otherwise) provide cover in relation to:

- claims made after the end of the period of insurance even though the event giving rise to the claim may have occurred during the period;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims arising out of circumstances noted on the application for the current period of insurance or on any previous application.
- events that occurred prior to the retroactive date of the policy (if such a date is specified);

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

*Occurrence Based Policies* - General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and many other policies occurrence-based wordings.

This means that when there is an incident/occurrence giving rise to a claim, the policy that responds is the policy that was in force at the time of the incident/occurrence.

## Sums Insured – Average and Co-Insurance

Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the full value of your insured property or exposure. These provisions are called 'average' or 'co-insurance' clauses. The types of policies that usually contain these conditions are those covering property or consequential loss/business interruption.

If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured must be sufficient to cover the new replacement cost of the property.

A simple example of the application of Average/Co-insurance is:

|             |           |
|-------------|-----------|
| Full Value  | \$200,000 |
| Sum Insured | \$100,000 |

### Therefore, you are your own insurer for 50%

|                   |          |
|-------------------|----------|
| Fire/Storm damage | \$50,000 |
|-------------------|----------|

### Claim limited to 50% of \$50,000

|              |          |
|--------------|----------|
| Insurer pays | \$25,000 |
| You pay      | \$25,000 |

## Waiver of rights terms – Hold Harmless Clauses

Some policies have a term which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. This can occur where the insured has entered into a contract limiting the liability which the other contracting party would have had to them but for the contract. These 'hold harmless' clauses are often found in leases, maintenance and supply contracts. If you have entered into or propose to enter into a contract which might limit rights against another contracting party, please let us know, and we can let you know what assistance we may be able to provide. With important and significant contracts, you should obtain legal advice as to whether the contract exposes you to losses or expenses that would not be covered under the policy.

## Interest of other parties

Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know the party and the interest they want covered under the policy, so that we can ask the insurer if they are prepared to note that party's interest on the policy. We do not act on behalf of or for the benefit of such third parties unless we expressly agree to do so in writing.

## Cooling off period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may choose not to proceed with the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (PDS) document. In some cases, an insurer can deduct certain amounts from any refund. Ask us if you do not understand your rights.

## Other insurance clauses

If you have more than one policy covering the same loss, insurers may have clauses restricting their obligations to pay a claim. You should tell us if you have other policies covering the same loss.

## Limits on assigning your rights

Some policies stop you from assigning any benefits, rights, or obligations under your policy unless you have the insurer's written permission to do so. Contact us if you wish to do this.

## Standard cover and unusual terms

For policies subject to the Insurance Contracts Act 1984:

- the Regulations to the Act set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance. If an insurer wants to alter these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing that they have done so. They can do this by providing you with a PDS or a copy of the insurance contract.
- If an insurer wants to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, they must clearly inform you in writing of that term. Again, they may do so by providing you with a copy of the insurance contract.

## Unauthorised Foreign insurers

If one or more of the insurance companies concerned with a particular policy is an unauthorised foreign insurance company not authorised under the Insurance Act to carry on insurance business in Australia, we will notify you of this fact. An unauthorised foreign insurer is an insurer that does not directly carry on insurance business in Australia (i.e. they operate overseas only) and thus is not required to be licensed to do so under the [Insurance Act 1973 \(Cth\)](#). Such insurers are not subject to the Act which establishes a system of financial supervision of general insurers in Australia. You can obtain further information from us on the insurer such as where it is incorporated, its paid-up capital, whether it is subject to financial regulation, and the laws that will apply to any dispute.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry. Your insurer may be subject to the Code and the obligations applied under it. See [www.insurancecouncil.com.au/cop](http://www.insurancecouncil.com.au/cop) for details.



# **Residential Strata**

## PDS & Policy Wording



**STRATA COMMUNITY  
INSURANCE**



# Contents

## Product Disclosure Statement

|                                                      |    |
|------------------------------------------------------|----|
| Insurer                                              | 5  |
| Authority to act for Us                              | 5  |
| About Strata Community Insurance Agencies Pty Ltd    | 5  |
| What You should read                                 | 6  |
| Summary of cover, significant benefits and risks     | 6  |
| Other important information                          | 8  |
| Monetary limits on cover                             | 8  |
| Review Your sums insured regularly                   | 8  |
| Payment of Excesses                                  | 8  |
| Goods and Services Tax (GST) Notice                  | 9  |
| Applying for cover                                   | 9  |
| The cost of this insurance                           | 9  |
| Cooling off period                                   | 9  |
| Your duty of disclosure                              | 9  |
| The General Insurance Code of Practice               | 9  |
| How to make a claim                                  | 10 |
| Complaints                                           | 10 |
| Privacy Notice                                       | 10 |
| Updating Our Product Disclosure Statement            | 11 |
| Financial Claims Scheme                              | 11 |
| Terrorism Insurance Act                              | 11 |
| Further information and confirmation of transactions | 11 |

## 4 Policy Wording: Residential Strata Community 12

|                                                          |           |
|----------------------------------------------------------|-----------|
| Important information                                    | 13        |
| What makes up this Policy                                | 13        |
| Payment of Premium                                       | 13        |
| Payment by Instalment                                    | 13        |
| Adjustments on renewal                                   | 13        |
| Instalment payments                                      | 14        |
| Loyalty discount                                         | 14        |
| You must disclose all previous claims                    | 14        |
| Claims procedures                                        | 14        |
| Acts or omissions of Your Strata Community Manager       | 15        |
| Cancelling Your Policy                                   | 15        |
| Goods and Services Tax (GST) Notice                      | 15        |
| General conditions                                       | 16        |
| General exclusions                                       | 17        |
| General definitions                                      | 17        |
| <b>Section 1 - Insured Property</b>                      | <b>22</b> |
| What We cover                                            | 22        |
| Section 1 - Part A                                       | 22        |
| Section 1 - Part B                                       | 25        |
| Section 1 - Part C                                       | 27        |
| Optional Covers                                          | 28        |
| Exclusions - what We do not cover under Parts A, B and C | 28        |
| Claims - basis of settlement                             | 29        |
| Special provisions                                       | 30        |
| Special conditions                                       | 30        |
| <b>Section 2 - Liability to others</b>                   | <b>31</b> |
| What We cover                                            | 31        |
| Exclusions - what We do not cover                        | 32        |
| Special conditions                                       | 33        |
| Special definitions                                      | 33        |



### Section 3 - Voluntary Workers

|                                   |  |
|-----------------------------------|--|
| What We cover                     |  |
| Events                            |  |
| Exclusions - what We do not cover |  |
| Special conditions                |  |
| Special definitions               |  |

### Section 4 - Workers compensation

|                   |  |
|-------------------|--|
| What We cover     |  |
| Special provision |  |
| We do not cover   |  |

### Section 5 – Fidelity guarantee

|                                    |  |
|------------------------------------|--|
| What We cover                      |  |
| Exclusions - what We do not insure |  |
| Special definition                 |  |

### Section 6 - Office Bearers Liability

|                                   |  |
|-----------------------------------|--|
| What We cover                     |  |
| Exclusions - what We do not cover |  |
| Special conditions                |  |
| Special definitions               |  |

### Section 7 - Machinery breakdown

|                                   |  |
|-----------------------------------|--|
| What We cover                     |  |
| Section 7 - Part A                |  |
| Section 7 - Part B                |  |
| Exclusions - what We do not cover |  |
| Claims - basis of settlement      |  |
| Special conditions                |  |
| Special definitions               |  |

### Section 8 - Catastrophe insurance

|                              |    |
|------------------------------|----|
| What We cover                | 43 |
| Section 8 - Part A           | 43 |
| Section 8 - Part B           | 43 |
| Claims - basis of settlement | 44 |
| Special provisions           | 44 |
| Special conditions           | 44 |
| Special definitions          | 44 |

### 34 Section 9 - Government audit costs and legal expenses 45

|                                                                  |    |
|------------------------------------------------------------------|----|
| Section 9 - Part A: Government audit costs                       | 45 |
| What We cover                                                    | 45 |
| Exclusions - what We do not cover                                | 45 |
| Special conditions                                               | 45 |
| Section 9 - Part B: Appeal expenses - health and safety breaches | 46 |
| What We cover                                                    | 46 |
| We will not pay:                                                 | 46 |
| Section 9 - Part C: Legal defence expenses                       | 46 |
| What We cover                                                    | 46 |
| Excess and Contribution                                          | 47 |
| Exclusions - what We do not cover under Part C                   | 47 |
| Special conditions that apply to Part C                          | 47 |
| Special definitions                                              | 48 |

### 37 Section 10 - Lot Owners' Fixtures and Improvements 50

|                              |    |
|------------------------------|----|
| What We cover                | 50 |
| Claims - basis of settlement | 50 |
| Special definition           | 50 |

### 38 Section 11 - Loss of Lot market value 51

|                     |    |
|---------------------|----|
| What We cover       | 51 |
| Special conditions  | 51 |
| Special definitions | 51 |



# Product Disclosure Statement

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

## Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

- (a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.
- (b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

## Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

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

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

## About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

## What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. 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 under Sections 1 to 11;
  - what Excesses You may have to pay (see ‘Payment of Excesses’ below);
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
  - what You and We need to do in relation to claims (see “Claims procedures” in the Policy Wording and “Claims - basis of settlement” in Sections 1, 7, 8 and 10);
  - Your and Our cancellation rights (see “Cancelling Your Policy” in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

## Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

### Claims Made Notice

**Section 6** of the Policy operates on a ‘claims made and notified’ basis. This means that, subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

## What You are covered for / not covered for

### Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

#### Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to \$100,000 for building alterations, additions or renovations;
- up to \$10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to \$5,000;
- up to \$50,000 for rewriting or reconstructing Your records;

#### Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

#### Under Part C -

- up to \$1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to \$2,000 a Lot for Lot Owners’ contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

- up to \$1,000 a Lot for the cost of boarding pets following insured damage.



*Some Events We do not cover include:*

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds \$500,000 unless We have otherwise agreed before the commencement of such work.*

## Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

## Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- \$200,000 for death, or loss of the use of two hands, two feet or two eyes;
- \$100,000 for loss of the use of one hand, one foot or one eye;
- up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to \$500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.



*Some Events We do not cover include:*

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereat.*

## Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

## Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

## Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

## Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

## Section 8 - Catastrophe insurance

Section 8 covers the unforeseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.



*We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.*

## Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

**Part A** - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

**Part B** - the cost of appealing against common property health and safety breaches;

**Part C** - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under **Sections 2** and **6**. A special Excess and contribution payment applies to **Part C** and You should refer to the examples contained on page 47.

## Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

### Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

## Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the “Cancelling Your Policy” section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

## Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

## Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

## Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

## Goods and Services Tax (GST) Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on 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.

## Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

## The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

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 on the Schedule.

## Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

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

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

## Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or

could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

### Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

## How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.



### When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

## Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

## Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at <https://www.allianz.com.au/> and the Strata Community Insurance Privacy Policy available at <https://stratacommunityinsure.com.au/>

### How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au); or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

### Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed



to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

#### Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

#### Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

#### Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

## Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

## Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

## Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.



# Policy Wording:

## Residential Strata Community

## Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

## What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

## Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

## Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

## Adjustments on renewal

### Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

### Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

On renewal We will increase Your Sums Insured under **Section 1 Parts A and B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



*Indexation does not apply:*

- i. *if Your Sums Insured under **Section 1 Parts A and B** and **Section 8** exceed \$100,000,000 in total;*
- ii. *to any other policy limit contained in **Sections 1 and 8**.*

## Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

## Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

## You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

## Claims procedures

### 1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

- (a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- (b) inform the police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

### 2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

### 3. How to make a claim

When You make a claim You must:

- (a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;
- (b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible 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. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A of Section 1**. Please contact Us to confirm approval for these costs.

#### 5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

#### 6. You must assist Us

Before We will pay anything under this Policy, You must:

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

#### 7. 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.

#### 8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

#### 9. Salvage value

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

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

#### 10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

## Acts or omissions of Your Strata Community Manager

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

## Cancelling Your Policy

- (a) You may cancel all or part of this Policy at any time by giving Us notice in writing.
- (b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.
- (c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.
- (d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.
- (e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

## Goods and Services Tax (GST) Notice

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 indemnity or other Policy limit including GST.
- (b) registered for GST:
  - (i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST
  - (ii) when We settle direct with You We will pay up to the

Sum Insured, limit of indemnity 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.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. 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 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

## General conditions - which apply to all Sections unless otherwise stated

### 1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

### 2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

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

### 3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;
- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that
- (b) the other insured party(ies) or third party beneficiaries 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.

### 4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

- (a) for claims up to ten percent (10%) of Your Sum Insured:
  - (i) automatically reinstate Your Sum Insured and/ or other limits to their pre-loss amount without charge;
- (b) for claims in excess of ten percent (10%) of Your Sum Insured:
  - (i) automatically reinstate Your Sum Insured and/ or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.



*This condition does not apply:*

- (a) *when We pay a total loss or constructive total loss;*
- (b) *when We pay the full Sum Insured;*
- (c) *to Section 1; Part A Events 7), 20), and 22) Part B Event 4), and Part C Event 7);*
- (d) *to Sections 6 and 9.*





## General exclusions - what is not insured under any Section

*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

*to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):*

- (a) *any Act of Terrorism;*
- (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*
- (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*
- (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*
- (e) *any threat of an Act of Terrorism.*

### 2. Cyber and Electronic Data

- (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*
- (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*
- (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

*regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.*

However, in respect of **Sections 1, 7, 8 and 10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

### 3. 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 unless for the purpose of preventing or eliminating danger to Insured Property or persons.*

### 4. Nuclear

*ionising radiation from, or contamination by radio-activity from,*

- (a) *any nuclear fuel or nuclear waste or*
- (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*
- (c) *nuclear weapons material.*

### 5. War

*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.*

### 6. Lawful seizure

*the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.*

### 7. Sanctions

*circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.*

## General definitions - the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

### 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.*

### Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

### Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

### Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

### Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

### Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

### Depreciation

means the reduction in the value of the item due to Wear and Tear.

### Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

### Electronic Data

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

### Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

### Erosion

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

### Event(s)

means a happening or an incident not intended to happen

that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

### Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

### Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

### Flood

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

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

### 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.

### Indemnity Value

means the cost to rebuild, replace or repair property to a condition that 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.

### Insured Property

#### (a) Building

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) outbuildings;
- (ii) fixtures and structural improvements including



fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.

(b) **Common Area Contents**

Common Area Contents means (but not so as to limit the generality thereof):

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required 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.



**Building and Common Area Contents do not include:**

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*

- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of Section 1;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of Section 1;*
- *money, other than as covered under Event 14 of Part A of Section 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 Event 3 of Part B of Section 1;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

**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.

**Loss or Damage**

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

**Lot**

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

**Lot Owners(')**

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

**Lot Owners' Contents**

means (but not so as to limit the generality thereof):

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;

- (c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

### **Lot Owners' Fixtures and Improvements**

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

### **Members**

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property 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.

### **Period of Insurance**

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

### **Policy**

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

### **Premium**

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

### **Rainwater**

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

### **Rent**

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

### **Replacement**

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property 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:
  - (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection

Authority requirements;

- (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

### **Schedule**

means one of the following

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

### **Situation**

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

### **Storm**

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

### **Storm Surge**

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

### **Strata Community**

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

### **Strata Community Manager**

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

### **Sum Insured**

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- (a) during any one Period of Insurance; or
- (b) unless a specified limit is otherwise stated in a Section.

### Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

### Tenant

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

### Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

### Vehicle(s)

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 that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and
- (b) any trailers or other attachments made or intended to be drawn by any of those machines.

### Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but 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, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

### We, Our, Us

means:

- (a) Allianz Australia Insurance Limited Subject to b) and c) below;
- (b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and
- (c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

### You, Your, Yours

means:

- (a) **in respect of Sections 1, 7, 8, and 10:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) Lot Owners in respect of **Parts B** and **C** of **Section 1**, **Part B** of **Section 7** and **Part B** of **Section 8**;

- (b) **in respect of Section 2:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;
- (iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.
- (iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

- (c) **in respect of Section 3:**

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

- (d) **in respect of Sections 4, 5, and 9:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

- (e) **in respect of Section 6:**

the past, present or future Office Bearers or committee members of the Strata Community, Corporation, Owners Corporation, Plan or Directors of the Company, 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 Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

- (f) **in respect of Section 11:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

# Section 1 - Insured Property

## What We cover

This Section contains **Parts A, B** and **C** that provide cover against the Events listed below which occur during the Period of Insurance.

### Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:
  - (a) (i) architects fees, surveyors fees and other professional fees;
  - (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
  - (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
  - (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
  - (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;
- (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.
- (c) 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.
- (d) Loss or Damage to fences and gates as a result of Storm.



*We will not pay:*

- (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
  - (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*
- (e) Loss or Damage caused by a Tsunami.
  - (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
  - (g) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
  - (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
  - (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.
- If such costs are likely to exceed \$5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

### 2. Act of Terrorism

Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than \$100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

### 3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to \$100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 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.



*We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.*

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of \$100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to \$250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

- (i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;
- (ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
- (iii) if requested pay any extra Premium We may require.

### 4. Arson reward

We will pay a 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 Loss or Damage is claimable under **Section 1**.

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

### 5. Electric motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out 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 repairing 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 if covered 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.*

### 6. Electricity, gas, water and similar charges – excess costs

We will pay up to \$2,000 for the cost of:

- (a) increased usage of metered electricity, gas, sewerage, oil and water;
- (b) accidental discharge of metered electricity, gas, sewerage, oil and water;
- (c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

### 7. 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 any part of Your Insured Property without Your consent.



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

## 8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

## 9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

- (i) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (ii) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

## 10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.



*We will not pay for removal or disposal of:*

- *trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or*
- *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 Insured 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.

## 12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, 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;

to restore security to the same level of security that existed prior to the loss of these keys.

## 13. 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 Insured Property by Loss or Damage which is admitted as a claim under **Section 1**.

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



#### 14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to \$25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

#### 15. 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 Strata Community Manager 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.*

#### 16. Mortgage discharge

We will pay reasonable legal costs up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

#### 17. Personal property of others

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

#### 18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

#### 19. 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 Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

#### 20. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.



*We will not pay:*

- (a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*
- (b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

#### 21. 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 Insured 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 Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

#### 22. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.



*We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.*

*You must by way of Excess pay or contribute the first \$1,000 for each and every claim.*

#### 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 Insured Property if such inundation is directly caused by Storm or Rainwater.



*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

## Section 1 - Part B

**Part B** applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

#### 1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

#### (b) Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

#### (c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied 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;
- murder or suicide;

occurring at Your Situation.



*We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.*

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

#### (d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.



## 2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (a) Loss or Damage that is admitted as a claim under **Section 1**; and
- (b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

## 3. Landscaping

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

## 4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.



*We will pay if You or they first obtain Our consent to incur such legal fees.*

## 5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

# Section 1 - Part C

**Part C** applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

## 1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other

property in the immediate vicinity; or

- (iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

## 2. Funeral expenses

When a Lot is occupied by the Lot Owner We will pay up to \$5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

## 3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

## 4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Contents to the nearest place of safe keeping;
- (b) storing their undamaged Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

## 5. Lot Owners travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.



*We will not pay unless You or they first obtain Our consent to incur such travel costs.*

## 6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to \$1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

- (a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and
- (b) Temporary Accommodation does not allow pets or security dogs.

## 7. Sale of Lot

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to \$7,500 per Lot and \$20,000 any one Period of Insurance for:

- (a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or
- (b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

**CR** = Reserve Bank of Australia {current target cash rate}

**SP** = Sale proceeds

**DL** = No of days in investment



*We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.*

## Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

### 1. Flood

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

### 2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

### 3. Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not

otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.



## Exclusions - what We do not cover under Parts A, B and C

### 1. We will not pay for Loss or Damage:

- (a) *caused by Flood.*

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

- (b) *to retaining walls resulting from Storm or Rainwater.*

- (c) (i) *caused by moths, termites or other insects, vermin, mice, rats, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

- (ii) *caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

- (iii) *caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.*

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

- (d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*
- (e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However We will pay if the Loss or Damage is due to:

- (i) Fusion of electric motors as covered under Event 5) of **Part A**;
- (ii) lightning;
- (iii) power surge when such Event is confirmed by the supply authority; or
- (iv) resulting fire damage.
- (f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

However We will pay if the Loss or Damage is due to Tsunami.

- (g) *caused by 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 Loss or 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; and
- (iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

- (h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

- (i) *caused by 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.

- (j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*
- (k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

- (l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

- (m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*
- (n) *to water in swimming pools, spas or water tanks.*
- (o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*
- (p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

- (q) *to boilers (other than boilers used for domestic*

*purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.*

- (r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*
- (s) *to Your Insured 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 before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

## 2. 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 Insured Property;*
- (b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*
- (c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or Depreciation.*
- (d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

## Claims - basis of settlement

### 1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 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 (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured 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, 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 We will only pay Indemnity Value.



*We will not pay for the cost to:*

- (i) *rebuild or replace Your undamaged Insured Property;*
- (ii) *rebuild, replace or repair illegal installations.*

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

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

If Your Insured 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 Insured 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 Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

## 4. Land value

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

## 5. Claim settlement (when **Section 11** is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

## Special provisions

1. Under Clauses 2), 3) and 4) of “Claims - basis of settlement” Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer’s decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of “Claims - basis of settlement” do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

## Special conditions

### 1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

### 2. Professional fees

We will pay up to \$50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

# Section 2 - Liability to others

## What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

**1. We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;**

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening in connection with Your Business.

### Automatic Extensions

**(a) Financial Loss**

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

**(b) Other Extensions**

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

- (i) Bridges, roadways, kerbing, footpaths, services**  
arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.
- (ii) Car park liability**  
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.*

- (iii) Fertiliser, pesticide, herbicide application**  
arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured 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 to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;*

- (b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.*

- (iv) Hiring out of sporting and recreational facilities**  
arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

- (v) Recreational and other activities**  
arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

- (vi) Services**  
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.

- (vii) Watercraft**  
arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.



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

- (viii) Garden equipment and unregistered vehicles**  
arising from any wheelchair, 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.*

**2. Cost of defending a claim**

We will pay in addition to the Sum Insured under 1) above:

- (a)** all legal costs and expenses incurred by Us;
- (b)** reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 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.

### 3. Court appearance

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



## Exclusions - what We do not cover

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.*  
This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured 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 specifically provided by this **Section 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 Insured 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 **Section 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 specifically provided in **Section 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 Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent to provide 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 that 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 outside Australia that are governed by the laws of a foreign country.*
- 15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

*(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.*

## Special conditions

### 1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.



*We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.*

### 2. Adjoining Property Extension

**Section 2** is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.



*We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.*

## Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

### Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

### Occurrence

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

### Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) 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;

that happens during the Period of Insurance anywhere in Australia.

### 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.

### 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 that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

# Section 3 - Voluntary Workers

## What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

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

## Events

- |                                                                                                                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 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:                                                                                      |           |
| (i) a weekly benefit of                                                                                                                                                                                                                 | \$1,000   |
| or                                                                                                                                                                                                                                      |           |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than \$1,000 per week - the amount of such remuneration up to a maximum per week of    | \$2,000   |
| (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:                                                                                     |           |
| (i) a weekly benefit of                                                                                                                                                                                                                 | \$500     |
| or                                                                                                                                                                                                                                      |           |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than \$500 per week - the amount of such reduction up to a maximum per week of | \$1,000   |

- |                                                                                                                                                                                                                |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing                                                                      |         |
| (a) his/her usual profession, business, occupation;                                                                                                                                                            |         |
| or                                                                                                                                                                                                             |         |
| (b) usual household activities;                                                                                                                                                                                |         |
| - in respect of each week of Total Disablement a weekly benefit not exceeding                                                                                                                                  | \$500   |
| 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding | \$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   |
| 10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding                                                                         | \$5,000 |



## Exclusions - what We do not cover

We will not pay:

1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*
- (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*
- (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*
- (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*
- (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*
- (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*
- (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*



(h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*

2. *We will not pay compensation in respect of claims arising out of:*

- (a) *illness;*
- (b) *intentional self-injury or suicide, or any attempt thereof;*
- (c) *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;*
- (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

### Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business;
  - or
  - (b) where such person engages in more than one occupation, profession or business, ALL OF THEM;
- as certified by a legally qualified medical practitioner.

## Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1) to 5) in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1).
2. After the occurrence of any one of the Events 2) to 5) there will be no further liability under **Section 3** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

## Special definitions

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

### Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;
- or
- (b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

# Section 4 - Workers compensation

## What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

## Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

- (a) Allianz Australia Insurance Limited  
in the Australian Capital Territory, Northern Territory,  
Western Australia and Tasmania; or
- (b) Allianz Australia Workers Compensation (NSW) Limited  
in New South Wales. We act as the agent of this insurer  
in arranging insurance in NSW, and not as Your agent.
- (c) Allianz Australia Workers Compensation (Victoria)  
Limited  
In Victoria. We act as the agent of this insurer in  
arranging insurance in Victoria, and not as Your agent.



## We do not cover

*Workers Compensation in South Australia or Queensland.*

# Section 5 - Fidelity guarantee

## What We cover

We will indemnify You up to:

- (a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.
- (b) \$2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



## Exclusions - what We do not insure

We will not pay for:

- (i) *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 that might exist pursuant to any law;*
- (ii) *any fraudulent misappropriation committed after the initial discovery of loss;*
- (iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;*
- (iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.*

## Special definition

The word listed below has been given a specific meaning and applies to **Section 5** 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.

# Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

## What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

### 1. We will pay up to the Sum Insured as shown on the Schedule:

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

arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

- (b) reported to Us during the Period of Insurance.

Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this insurance or any indemnity.

### 2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
  - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
  - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** 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 We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

### 3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.



*This reinstatement shall not apply to:*

- (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*
- (b) *any Claim notified to Us for which a Loss payment has not been made;*
- (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

### 4. Total limit of Our liability

The most We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
- (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured;

inclusive of claimant's costs and expenses and Defence Costs incurred by Us.



## Exclusions - what We do not cover

*We will not pay for:*

- 1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
- 2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
  - (b) the costs incurred by You in successfully defending any Claim or suit made against You.
3. *Claims for death, bodily injury, sickness, disease, or damage to property.*
- However this exclusion will not apply to Loss or Damage to documents that 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 Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *finances, 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 are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

## Special conditions

### 1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer under an Office Bearers Liability 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 Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

### 2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

### 3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

### 4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

### 5. 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 was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

### 6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (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.

## 7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

## Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** 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):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

### 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 or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;
- (b) a Strata Community Manager 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 Your Strata Community affairs.

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

### 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 Your Strata Community; 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 Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, 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.

# Section 7 - Machinery breakdown

## What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

### Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
  - (a) (i) expediting repair including overtime working;
  - (ii) express or air freight on recognised/scheduled services;
  - (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
  - (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

and provided that the Insured Item is:

- (b) (i) contained at Your Situation; and
- (ii) is in the ordinary course of working at the time Insured Damage occurs.

### Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

#### 1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You

or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or

- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

#### 2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.



## Exclusions - what We do not cover

We will not pay for:

1. *Damage caused by or arising from:*
  - (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidation or scale formation;*
  - (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
  - (c) *an Event that is claimable under Section 1;*
  - (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
  - (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that 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;*



- (f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*
  - (g) *the tightening of loose parts, recalibration or adjustments;*
  - (h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*
2. **Damage to:**
- (a) *glass, porcelain 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 such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*
  - (g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*
  - (h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery 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;*
  - (i) *plant that has been hired or is on loan unless We specifically agree in writing.*
3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*
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 that 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 - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay 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 make any deduction for Depreciation in respect of parts replaced.

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 conditions

### 1. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

### 2. Professional fees

We will pay up to \$10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

## Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

### Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

### Insured Item

means:

- (a) lifts, elevators, escalators 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;

providing they form part of Your Insured Property or its services.



# Section 8 - Catastrophe insurance

## What We cover

### Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

- (a) due to the happening of a Catastrophe; or
- (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;  
and
- (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

### Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

#### 1. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot or Common Area We will pay the Rent You lose or would have lost if Your Lot or Common Area is damaged and made unfit to be occupied for its intended purpose:

- (a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- (b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area 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

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforeseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot 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 cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot 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 Insured 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 Your Situation when occupancy of Your Insured Property is permitted;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

#### 4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

- (a) due to the happening of a Catastrophe; and
- (b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

## Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase 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 Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and
- (b) the greater of either:
  - (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or
  - (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

## Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** 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 happening of Loss or 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;
  - (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be

binding and who will at the same time decide as to payment of the costs of such referral.

## Special conditions

### Terms and conditions

**Section 8** is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

## Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

### Catastrophe

means an Event that 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.

### Evacuation Costs

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.

# Section 9 - Government audit costs and legal expenses

## Section 9 - Part A: Government audit costs

### What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
  - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



### Exclusions - what We do not cover

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.*
  - (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 twelve (12) months prior to the original inception date of **Section 9**;**or relates to a return for a financial year not more than three (3) 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) *to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must 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.*

### Special conditions

1. You must:
  - (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 Strata Community Insurance by telephone, in writing or in person.

(d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

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

## Section 9 - Part B: Appeal expenses - health and safety breaches

### What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.



### We will not pay:

- i. *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 same period;*
- ii. *more than the Sum Insured for Part B for:*
  - *any notice or determination first made or first brought against You during the Period of Insurance*

*including any such notice or determination not finalised until a subsequent Period of Insurance;*

- *all notices and determinations first notified or made in any one Period of Insurance.*

The 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.

## Section 9 - Part C: Legal defence expenses

### What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with the conduct of Your ordinary Business and affairs;
- (b) under the *Competition and Consumer Act 2010* 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 Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.



### 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 the Period of Insurance;*
- (iii) *We agree there are reasonable grounds for the defence of any such claim.*
- (b) *more than the Sum Insured for Part C for:*
  - (i) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*
  - (ii) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

## Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on  
a Sum Insured of  
\$50,000:

|                                                      | (1)      | (2)      | (3)       |
|------------------------------------------------------|----------|----------|-----------|
| Cost of Legal Defence Expenses                       | \$20,000 | \$50,000 | \$80,000  |
| less Your Excess<br>(e.g. \$10,000)                  | \$10,000 | \$10,000 | \$10,000  |
| Net fees after the deduction of the Excess           | \$10,000 | \$40,000 | \$70,000  |
| less Your Contribution<br>(e.g. 10% of the net fees) | \$1,000  | \$4,000  | \$7,000   |
| Amount claimable<br>(*Sum Insured limit)             | \$9,000  | \$36,000 | \$*50,000 |



## Exclusions - what We do not cover under Part C

1. *We will not pay Legal Defence Expenses for any claim:*
  - (a) *that You have defended without Our written consent;*
  - (b) *that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;*
  - (c) *arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of Section 2 (Liability to others) and Section 6 (Office Bearers Liability) or*

*would have been provided if Section 2 and Section 6 had been selected by You and shown on the Schedule;*

- (d) *arising from circumstances that You knew of prior to the inception of Section 9, or that 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) *that 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 on the Schedule, except as otherwise provided by Special Condition 4;*
2. *We will not pay for:*
    - (a) *the cost of litigation or proceedings initiated by You;*
    - (b) *the payment of any compensation or damages of any kind and*
    - (c) *Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.*

## Special conditions that apply to Part C

### 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 at least five (5) clear 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 (5) clear 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 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 to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

### 4. 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 information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

### 5. Jurisdiction

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

### 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 accept or refuse such nomination and We cannot unreasonably withhold Our consent.

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 reasonably possible if You receive an offer to settle a claim. If You do not, We

may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, 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.

Further 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 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 **Part C**. 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 **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

## Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

### Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.



### 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 **Section 9**.

### 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 Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

### Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by 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 that 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) 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 that 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, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

# Section 10 - Lot Owners' Fixtures and Improvements

## What We cover

When You have exhausted Your Sum Insured under **Part A of Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

**Section 10** is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

## Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- (c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;
- (d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.



*We will not pay for the cost to:*

- (i) *replace undamaged Lot Owners' Fixtures and Improvements;*
- (ii) *replace or repair illegal installations.*

## Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

### Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.



# Section 11 - Loss of Lot market value

## What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss;  
and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
  - the Sum Insured for **Section 1** on the basis of Agreed Value; and
  - the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

### Example 1 – All Lots titles are terminated:

|                                                                   |              |
|-------------------------------------------------------------------|--------------|
| Market Value of all Lots prior to loss occurring                  | \$10,000,000 |
| less Sum Insured payout under <b>Section 1</b>                    | \$7,000,000  |
| less sale/value of land                                           | \$2,000,000  |
| net loss of Market Value                                          | \$1,000,000  |
| Amount recoverable if the Sum Insured under <b>Section 11</b> is: |              |
| a) \$1,000,000 or greater                                         | \$1,000,000  |
| b) \$500,000                                                      | \$500,000    |

### Example 2 – One Lot title is terminated:

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Market Value of the individual Lots prior to loss occurring       | \$1,000,000 |
| less Lot entitlement to <b>Section 1</b>                          | \$700,000   |
| less Lot entitlement to sale/value of land                        | \$200,000   |
| net loss of Market Value                                          | \$100,000   |
| Amount recoverable if the Sum Insured under <b>Section 11</b> is: |             |
| a) \$1,000,000 or greater                                         | \$100,000   |
| b) \$500,000                                                      | \$100,000   |

## Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:

- (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and

- (ii) the Market Value of Your land after Loss.

These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.

2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

## Special definitions

### Market Value

means the price reasonably obtainable for property in the general market.

### Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.



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