

Contract of Sale

Property:

Unit 2, 1 Luke Court, Mill Park VIC 3082



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:14012

Contract of Sale

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

Contract of Sale

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:
..... on/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2024

Print names(s) of person(s) signing: FADI INVESTMENTS PTY LTD

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

Table of contents

Particulars of Sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co Thomastown
Address: Unit 1, 337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0413 857 837 Fax: Ref: MICHAEL CANANZI

Vendor

Name: FADI INVESTMENTS PTY LTD
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: Fax: Ref: 14012

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	11845	Folio 029	2 PS 748287E

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2, 1 Luke Court, Mill Park VIC 3082

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

Price \$ _____
 Deposit \$ _____ by _____ (of which _____ has been paid)
 Balance \$ _____ payable at settlement

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or occupancy permit is issued.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20): NOT APPLICABLE AT AUCTION

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report - NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

☒ Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☒ Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.



Special condition 4 – Electronic conveyancing

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

5.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

5.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.



Special condition 5 – Condition of the Property

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

☒ **Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

☒ **Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

☐ **Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

☒ **Special condition 9 - Nomination**

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

☒ **Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

☐ **Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

☐ **Special condition 12 - Re-sale Deed**

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

☒ **Special condition 13 - Finance**

1. This special condition only applies if the applicable in the particulars of sale is checked. This Contract is conditional upon the Purchaser's Mortgagee approving a loan on the security of the land by the Approval date or any later date allowed by the Vendor.
2. In the event of failure to obtain finance, the Purchaser agrees to provide the Vendor upon request a copy of the Formal finance decline letter from the Registered lending institution, not the broker that is engaged to secure the finance by the Approval Date.
3. Deposit monies must immediately be refunded to the Purchaser if the contract is ended under this special condition, save and except for the sum of \$330.00 (inclusive of GST), towards the Vendor's cost.
4. This condition is presumed to have been satisfied if the Purchaser has not communicated to the Vendor as required by this clause.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature " means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
 - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
 - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
 - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
 - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
 - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
 - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
 - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
 - 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.
- 20. LOAN**
- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 21. BUILDING REPORT**
- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.
- 22. PEST REPORT**
- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
- 23. ADJUSTMENTS**
- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2024

SIGNED by the said)

)

Print Name:)

)

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	UNIT 2, 1 LUKE COURT, MILL PARK VIC 3082	
Vendor's name	FADI INVESTMENTS PTY LTD	Date / /
Vendor's signature	 _____	
Purchaser's name		Date / /
Purchaser's signature	 _____	
Purchaser's name		Date / /
Purchaser's signature	 _____	

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) ☒ Their total does not exceed: \$5,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 2

VOLUME 11845 FOLIO 029

Security no : 124120573141R
Produced 11/12/2024 12:47 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 748287E.
PARENT TITLE Volume 10015 Folio 454
Created by instrument PS748287E 20/12/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FADI INVESTMENTS PTY LTD of 11 MELLIODORA CRESCENT GREENSBOROUGH VIC 3088
AS233540N 06/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT050412H 05/03/2020
SUNCORP-METWAY LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AM958656B 21/07/2016

DIAGRAM LOCATION

SEE PS748287E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 1 LUKE COURT MILL PARK VIC 3082

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 05/03/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS748287E

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AM958656B
Number of Pages (excluding this cover sheet)	10
Document Assembled	11/12/2024 12:47

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Application by a Responsible Authority for the
making of a Recording of an Agreement
Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:OXO:6828719
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 10015 Folio 454

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Position Held:

Date:

Roger Susic

ROGER SUSIC

MANAGER GADA

12/7/2016

AM958656B

Pri	21/07/2016	\$92.70	173
Th			
co			
un			
us			
mi			
registers and images.			

AM958656B

21/07/2016 \$92.70 173



Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 1 Luke Court, Mill Park

Whittlesea City Council
and

Peter Lazari and Maria Lazari

AM958656B

21/07/2016

\$92.70

173



Contents

1.	Definitions	1
2.	Interpretation	3
3.	Purposes of Agreement	3
4.	Reasons for Agreement	3
5.	Agreement required	4
6.	Owner's specific obligations	4
6.1	Compliance with the Development Permit	4
6.2	Expiry of the Development Permit	4
7.	Owner's further obligations	4
7.1	Notice and registration	4
7.2	Further actions	4
7.3	Fees	4
7.4	Council's costs to be paid	5
7.5	Time for giving consent	5
7.6	Interest for overdue money	5
8.	Agreement under s 173 of the Act	5
9.	Owner's warranties	5
10.	Successors in title	5
11.	General matters	6
11.1	Notices	6
11.2	No waiver	6
11.3	Severability	6
11.4	No fettering of Council's powers	6
11.5	Inspection of documents	6
11.6	Governing law	6
12.	Commencement of Agreement	6

AM958656B

21/07/2016

\$92.70

173



Agreement under section 173 of the Planning and Environment Act 1987

Dated 14 JULY 2016

Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Peter Lazari and Maria Lazari
Address	36 Regal Avenue, Thomastown, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 9 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$200 if paid within 12 months from the date that this Agreement commences; or

AM958656B

21/07/2016

\$92.70

173



- (b) \$200 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Permit means planning permit no. 715334, as amended from time to time, issued on 5 November 2015, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. 609165, as amended from time to time, issued on 21 April 2016, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 1 Luke Court, Mill Park being the land referred to in certificate of title volume 10015 folio 454 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

AM958656B

21/07/2016

\$92.70

173



2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and the Development Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

AM958656B

21/07/2016 \$92.70 173



5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

AM958656B

21/07/2016 \$92.70 173



7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

AM958656B

21/07/2016 \$92.70 173



11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

AM958656B

21/07/2016

\$92.70

173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City
Council is affixed in the presence of:

)
)
)

[Signature]
.....

Delegate



Signed sealed and delivered by Peter Lazari
in the presence of:

)
)

P LAZARI
.....

[Signature]
.....
Witness

Signed sealed and delivered by Maria
Lazari in the presence of:

)
)

Maria Lazari
.....

[Signature]
.....
Witness



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 11/12/2024 12:47:30 PM

OWNERS CORPORATION 1
PLAN NO. PS748287E

The land in PS748287E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1 LUKE COURT MILL PARK VIC 3082

OC033238E 20/12/2016

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC033238E 20/12/2016

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	300.00	300.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/12/2024 12:47:30 PM

OWNERS CORPORATION 1
PLAN NO. PS748287E

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

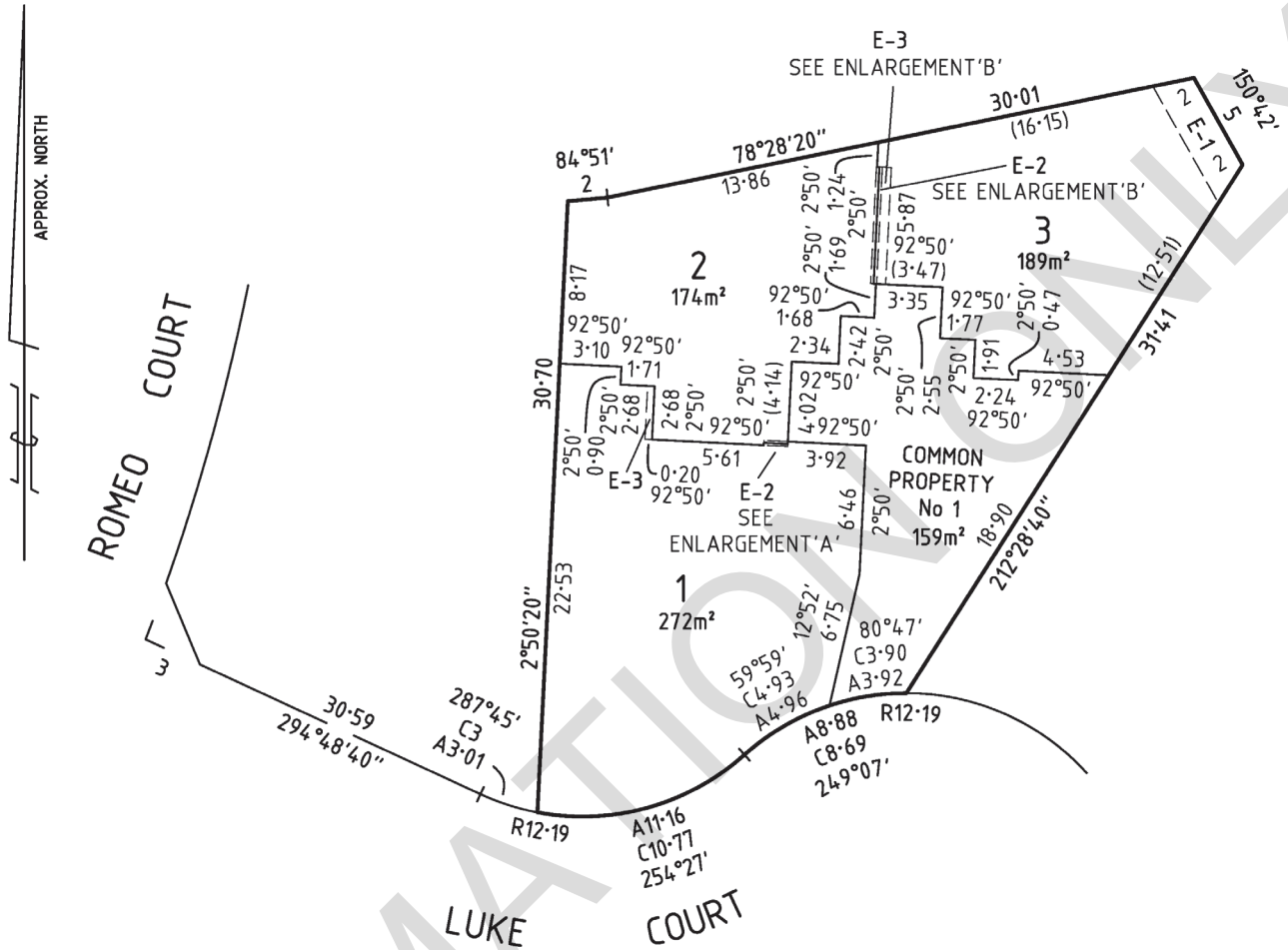
Document Type	Plan
Document Identification	PS748287E
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/12/2024 12:47

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Plan Number
PS 748287E

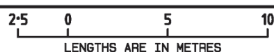


ENLARGEMENT 'A'
(NOT TO SCALE)

ENLARGEMENT 'B'
(NOT TO SCALE)

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SCALE
1:250



Digitally signed by: Trevor John Kelly (Prior & Kelly Pty Ltd),
Surveyor's Plan Version (2),
26/07/2016 Amended: 19/12/2016

REF 11945

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Whittlesea City Council,
28/07/2016,
SPEAR Ref: S0811147



Fadi Investments Pty Ltd
11 Melliodora Crescent
GREENSBOROUGH VIC 3088

025

Assessment number: **0986042**



To receive your rates notice
via email, register at
🔗 whittlesea.enotices.com.au
Reference No: 761ABEA08L

Issue date: **31/07/2024**

Instalment 1

\$8,021.58

Due By 30/09/2024

* If full payment of the instalment 1
amount is not received by
30 September 2024, your account will
revert to the lump sum option shown
below. If this occurs you will not
receive instalment reminder notices.

Instalment 2 **\$467.00**

Due By 30/11/2024

Instalment 3 **\$467.00**

Due By 28/02/2025

Instalment 4 **\$467.00**

Due By 31/05/2025

If you would prefer to pay via smaller,
regular payments throughout the
year, scan the FlexiPay QR code in the
payments section below.

OR

Lump sum **\$9,422.58**

Due By 15/02/2025

Access free and discounted waste
disposal vouchers online



Visit 🔗 whittlesea.vic.gov.au/wastevouchers
to download your vouchers or call ☎ **9217 2170**.

Property details Unit 2 1 Luke Court MILL PARK VIC 3082

LOT 2 PS 748287E

Owner: Fadi Investments Pty Ltd

Ward : Mill Park

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$240,000	\$625,000	\$31,250

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 120.2 Single Strata Unit

Rates and charges

Balance Brought Forward \$7,552.68

Council Charges

General rate 31,250 x 0.04683579	\$1,463.62
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 625,000 x 0.00008700	\$54.38
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$9,422.58**

Payments received after 15 July 2024 may not be included on this notice

How to pay

🔗 whittlesea.vic.gov.au



📞 Phone **1300 301 185**



📍 **Council Offices**
See the back of this notice for
opening hours and locations

BPAY



Biller Code: 5157
Ref: 0986042

BPAY this payment via
internet or phone banking

FlexiPay



Set up your flexible
payment options.



Scan the QR code or visit

🔗 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 9860427

Pay in person at any post office:

📞 131 816 or 🌐 postbillpay.com.au

Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.



*350 9860427



*350 9860427

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,463.62
Farm*	0.02810147	\$878.17

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

Locked Bag 1, Bundoora MDC VIC 3083

info@whittlesea.vic.gov.au

whittlesea.vic.gov.au



Free telephone
interpreter service

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to: fadifarah14@hotmail.com
FADI INVESTMENTS PTY LTD
106 MOUNTAIN VIEW RD
BRIAR HILL VIC 3088

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 31 2599 4940
Invoice number 3120 0435 02057
Issue date 31 Oct 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Balance
\$9.38 CR

As per
arrangement

Summary

UNIT 2 1 LUKE CT, MILL PARK

Property Number 5137 111, PS 748287

Product/Service

	Amount
Water Supply System Charge	\$20.86
Sewerage System Charge	\$119.50
Direct Debit/eBilling Discount	-\$2.00
Yarra Valley Water Total	\$138.36

Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water	\$30.77
Parks Charge	\$21.98
TOTAL (GST does not apply)	\$191.11

No water usage has been charged on this account.

Payment summary

Last Account	\$50.49 CR
Paid/Adjusted	-\$150.00
Balance	\$200.49 CR
Total this Account	+\$191.11
Total Balance	\$9.38 CR



How to pay



Direct debit

Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 312566662



BPAY®

Bill code: 344366
Ref: 312 5994 9401



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvw.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 3120 0435 02057



Credit Card

Online: yvw.com.au/paying
Phone: 1300 362 332

FADI INVESTMENTS PTY LTD

Account number 31 2599 4940
Invoice number 3120 0435 02057
Balance \$9.38 CR

Pay as per your payment arrangement

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.98.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 October 2024 - 31 December 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 October 2024 - 31 December 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 October 2024 - 31 December 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 October 2024 - 31 December 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J139824

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

📞 Enquiries	1300 304 688
🔧 Faults and Emergencies	13 27 62 (24hr)
✉️ enquiry@yvw.com.au	
🌐 yvw.com.au	
📞 TTY Voice Calls	133 677
🗣️ Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

📅 Next meter reading:

Between 4-11 Feb 2025

06/09/2019

File Number: 20190386-0

Fadi Investments Pty Ltd
11 Melliodara Crescent
GREENSBOROUGH VIC 3088

Advise Letter Of Building Permit Approved On Your Property

Lot 1, 1 Luke Court MILL PARK VIC 3082 AUSTRALIA

Construction of three (3) double storey dwellings & garages

Dear Sir/Madam:

As required by regulation 314(2) please find a copy of the building permit that has been issued to the works mentioned above at the above address.

Should you require any further information please do not hesitate to contact me.

Yours faithfully,

Dino Molinaro
Building Surveyor
BS-U14142
ACME Building Consultants Pty Ltd

Project: **Construction of three (3) double storey dwellings & garages 1 Luke Court MILL PARK**
 Job No: **20190386-0**

Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
 E:info@acmesurveying.com
 P:93314700

FORM 2
 Regulation 37(1)
 Building Act 1993
 Building Regulations 2018

BUILDING PERMIT
 Building Permit No. 3315510046718 05 September 2019

Issued to

Agent of Owner	Elias Jabbour	
ACN / ARBN		
Postal Address	6 Purri Close GREENSBOROUGH	Postcode 3088
Email	eli.jab@hotmail.com	
Address for serving or giving of documents:	6 Purri Close GREENSBOROUGH	Postcode 3088
Contact Person	Elias Jabbour	Telephone 0417 588 870

Ownership Details

Owner	Fadi Investments Pty Ltd	
ACN / ARBN		
Postal Address	11 Melliodara Crescent GREENSBOROUGH	Postcode 3088
Email	fadifarah14@hotmail.com	
Contact Person	Fadi Investments Pty Ltd	Telephone 0404 002 256

Property Details

Number **1** Street/road **Luke Court** City/suburb/town **MILL PARK** Postcode **3082**
 Lot/s **1** LP/PS **758287E** Volume **11845** Folio **028**
 Municipal District/Whittlesea **City Council**

Builder

Name	Ahmed Mariam	Telephone 0449795322
Address	36 Douglas Mawson Drive Roxburgh Park 3064	
*ACN/*ARBAN:	68960324337	
*Building practitioner registration no:	DB-U 47493	

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Ahmed Mariam	Domestic Builder - Unlimited	DB-U 47493

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Fadi Investments Pty Ltd	Draftsman	
Thomas Kozaris	Engineer - Civil	EC 1216

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **Assetinsure Pty Limited**
 Insurance policy number : **DBVIC119072271 to 19072273**
 Insurance policy date : **11/07/2019**

Details of Relevant Planning Permit

Planning Permit No: **715334-Extended**

Date of grant of Planning Permit: **05 November 2015**

Nature of Building Work

Description: **Construction of three (3) double storey dwellings & garages**
 Storeys contains: **2**

Version of BCA applicable to permit: **2016 V2**
 Cost of Building Work: **\$710,000.00**
 Total floor area of new building work in m²: **531m²**

Building classification

Part of Building:	BCA Classification:
New Building	1a ii
New building	10a

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Before placing a footing
2. Before pouring an in situ reinforced concrete member
3. Completion of framework
4. Final, on the completion of all building work

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by **05 September 2020**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **05 September 2021**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1.	It is the responsibility of the applicant to ensure that all conditions of the Planning permit are satisfied prior to the commencement of any building work.
2.	Where works are to be carried out along or within 1m from a Title boundary, a re-establishment survey carried out by a licensed land surveyor may be required to determine boundary locations.
3.	Geotechnical Site Investigation and Footing Recommendation has made reference to possible building distress due to trees existing in the vicinity of the property. Hence, the owner/occupier of the building will be required to monitor the trees for any consequent conditions that may cause distress to the building and take appropriate preventative action.
4.	The builder must ensure that all measures referred to in the Geotechnical Site Investigation and Footing Recommendation relating to drainage are followed to avoid any adverse moisture conditions.
5.	Side and rear boundary fencing does not form part of this building permit unless noted otherwise and must be installed by the owner after handover in accordance with relevant authority requirements.
When making an application for an Occupancy Permit, the following information will be required:	
6.	Application Form for Occupancy Permit
7.	Letter of Compliance listing all inspections dates and components inspected from a registered Structural Engineer stating that all structural components of the building, including structural steelwork, reinforced concrete and load bearing block work have been supervised and installed in accordance with the relevant Australian Design Codes and plans and specifications (If not undertaken by RBS).
8.	Certification of implementation of 6 star energy report recommendations (i.e. draft stopper exhaust fans, expandable foam between door window frames & stud work, etc.)
9.	Certificate of installation of windows & glazing in accordance with AS1288-2006 & AS2047-2014
10.	Certification of insulation installed in accordance with 6 star energy raters report
11.	Evidence of a certificate of compliance for all plumbing work that is required by section 221ZH of the Building Act 1993 to be accompanied by such certificate
12.	Provide Rainwater Tank Installation Plumbing Certificate
13.	Certification of minimum slip resistance levels for stair surface in accordance with AS4586-2004
14.	Certification of installation of smoke alarms in accordance with AS3786-2014 or equivalent electrical certificate
15.	Certification of installation of a suitable termite barrier in accordance with AS3660.1-2014 is not mandatory however recommended by Acme Building Consultants

16.	Truss manufacturers computations and layout plan for all floor and roof systems to be submitted to Acme Building Consultants for approval prior to frame stage.
17.	Waterproofing of wet areas certificate in accordance with AS3740-2010 & AS4654.2-2012 Part 1 & 2

Relevant Building Surveyor

Name:

Address:

Email:

Building practitioner registration no.:

Municipal district:

Permit no.:

Permit issue Date :

Dino Molinaro

Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040

info@acmesurveying.com

BS-U 14142

Whittlesea City Council

3315510046718

05 September 2019

DocuSigned by:



Signature: _____

5640ABAF0613447...

INFORMATION ONLY

ACME Building Consultants Pty Ltd
 Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
 E:info@acmesurveying.com
 P:93314700



Form 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property details

Address **Units 1-3/ 1 Luke Court MILL PARK 3082**
 Lot 1 PS/LP 758287E Vol 11845 Folio 028
 Municipality **Whittlesea City Council**

Building Permit details:

3315510046718 issued on 05-09-2019

Version of BCA applicable to building permit: 2016 V2

Building details

*Complete this portion only if an occupancy permit is required under Division 1 of Part 5 of the **Building Act 1993***

Part of building	Permitted use	BCA class of building	Maximum permissible floor live load (kpa)	Maximum number of people to be accommodated
New Building- Units 1-3	Attached Dwelling	1a ii	1.5 kPa	-
New Building- Units 1-3	Domestic storage	10a	1.5 kPa	-

Storeys contained **2**
 Rise in storeys (for Class 2-9 buildings) **-**
 Effective height **-**
 Type of construction **-**

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Regulation No.
Whittlesea City Council	Point of Discharge of Storm Water	Regulation 133 (2)

Conditions to which this permit is subject

Occupancy is subject to the following conditions-

All appliances and services to be fitted off and commissioned prior to occupation

Other Conditions

- An application for secondary consent under the existing Planning Permit to be made in regard to changes to the cladding used. Once any decision from Council has been received a copy must be forwarded to Acme Building Consultants Pty Ltd (info@acmesurveying.com)**

Suitability for Occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name **Dino Molinaro**
 Address **Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040**
 Email **info@acmesurveying.com**
 Registration No. **BS-U14142**

DocuSigned by:

Signature

Occupancy Permit No.

Date of inspection

Date of issue

5640ABAF0613447...

14 April 2021

19 April 2021

Project: **Construction of three (3) double storey dwellings & garages**

1 Luke Court MILL PARK

Job No: **20190386-0**

Stage (if applicable):

Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040

E:info@acmesurveying.com

P:93314700



Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **3315510046718** issued on **5 September 2019** are as follows;

Date	Inspection
17-04-2020	Prior to placing a footing Preslab on ground
23-04-2020	Prior to pouring in situ concrete Slab Steel
28-08-2020	Completion of framework Timber Frame
14-04-2021	Final upon completion of all building work



REGISTERED
Building Practitioner



Australian Institute of Building Surveyors

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 11 and 12

Under Section 151(3) of the Act, the owners corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Reference No.

This Certificate is issued for: Lot 2 on Owners Corporation 748287E

Plan No PS748287E

Property located at: UNIT 2 1 LUKE COURT MILL PARK VIC 3082

Under Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:

(To meet the requirements of the Act, all of sections (a) – (p) below must be completed. Refer to the Act and Regulations for exemptions from certain provisions)

- (a) The current fees for the lot for each quarter or annually or other period are:
Strata insurance is attached
- (b) The date up to which the fees for the lot have been paid, is:
Not applicable. No Owners Corporation is functioning
- (c) The total of any unpaid fees or charges for the lot, is:
Not applicable. No Owners Corporation is functioning
- (d) Any special fees or levies which have been struck, and the dates on which they were struck and are payable, are:
NIL. No Owners Corporation is functioning
- (e) Any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is:
NIL. No Owners Corporation is functioning

(f) The owners corporation has the following insurance cover:

Insurance is attached

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

No Owners Corporation is functioning

The Purchaser to effect own Fire Insurance Cover

(h) The total funds held by the owners corporation, is:

NIL. No Owners Corporation is functioning

(i) Are there any liabilities that the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide

NIL. No Owners Corporation is functioning

(j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

NIL. No Owners Corporation is functioning

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

NIL. No Owners Corporation is functioning

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:

NIL. No Owners Corporation is functioning

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

NIL. No Owners Corporation is functioning

(n) Has the Owners Corporation has appointed, or has resolved to appoint, a manager? If so, then provide details:

NIL. No Owners Corporation is functioning

- (o) Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator:

NIL. No Owners Corporation is functioning

- (p) Documents required to be attached to the owners corporation certificate are:

Not applicable. No Owners Corporation is functioning

“Statement of Advice and Information for Prospective Purchasers and Lot Owners” and Model Rules are annexed.

Signature of Owner LOT 2

.....

Signature of Owner Lot (Neighbourhood)

.....

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance

Policy number: **HPS060866682**
The insured: **Owners Corporation Ps748287e**

Certificate of Insurance

This Certificate of Insurance is based on the information you gave us. Please review this information and the Your duty to us: no misrepresentation section at the end of your Certificate of Insurance carefully. If any changes or additions need to be made now or during the period of insurance you must call us.



Cover Details - Strata Insurance

Insured address:	UNIT 1, 2 & 3 1 LUKE CT, MILL PARK VIC 3082		
Period of insurance:	From 19 December 2024 until 11.59pm 19 December 2025		
Sum insured:	Building		\$1,200,000
	Legal Liability		\$20 million

Excess Details

You may be able to reduce your premium if you choose a higher standard excess.

Building	Standard Excess:	\$500
-----------------	------------------	--------------

You will also have to pay the following excesses in addition if they apply to the circumstance of your claim:

Water damage excess:	\$200
Theft or burglary by tenants or their guests excess:	\$500
Malicious acts or vandalism by tenants or their guests excess:	\$500
Earthquake and tsunami excess:	\$300
Unoccupied excess:	\$1,000

What you have told us

You have told us the following about the insured address

- It is a unit block
- It has a mix of owner occupied & tenanted units
- There is no business activity operating at or from the insured address
- It is in good condition and well maintained.
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.
- It is not undergoing any renovations

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance

You have told us the following about the construction of the building

- It is a double level building, with brick walls, tile roof, built in 2021
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building does not have any balconies

You have told us the following about the security of the insured address

Insurance history

You have told us that in the past 3 years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
- You or anyone to be insured under this policy have NOT had any insurance claims on strata insurance

(If any of the above information is incorrect, please contact us.)

Your duty to us: no misrepresentation

Before you buy, make changes to or reinstate this consumer insurance contract we will ask you questions. Your answers will be used to decide if we can insure you and on what terms.

You have a duty to us under the Insurance Contracts Act to take reasonable care not to make a misrepresentation. To make sure that you meet this duty to us, it is important that you answer all questions truthfully and accurately.

If you give us information that is not true and accurate, we may be able to reduce or refuse to pay a claim or cancel your policy, or both.

If your failure is fraudulent, we may be able to refuse to pay a claim and treat the contract as if it never existed.

It is important that you check the information provided on your Certificate of Insurance. These details have been recorded based on the information you have given to us. If any details are incorrect or have changed, please contact us.

Other Important Information

The Product Disclosure Statement (PDS) is an important legal document that contains details of your insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

Your Privacy

Suncorp Insurance respects your privacy. Enclosed is our Privacy Statement brochure. If you would like more information about privacy, our Privacy Policy can be found at suncorp.com.au or call us on 13 11 55.

For complaints concerning Suncorp products or services, you can phone us on 1300 264 053; write to us at: Suncorp Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@suncorp.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as Suncorp (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance



OWNERS CORPORATION PS748287E
11 MELLIODORA CRES
GREENSBOROUGH VIC 3088

Policy number:	HPS060866682
The insured:	Owners Corporation Ps748287e
First instalment:	19 December 2024
Subsequent instalments:	On or around the 19th of each month
Monthly instalment:	\$191.11

Strata Insurance Account

Your new policy

Issue date: 19 December 2024

Dear Policy Holder,

Thank you for insuring your Strata Building with Suncorp Insurance.

Please find enclosed your Certificate of Insurance, a copy of our Product Disclosure Statement (PDS) and Supplementary Product Disclosure Statement (SPDS) (if any). These documents form part of your contract of insurance with us and should be read carefully to understand what your policy covers including the conditions, limits and exclusions that apply.

Your enclosed Certificate of Insurance is a record of the information you provided us during your application and as it is also part of your contract of insurance it is very important that it is accurate. Please review this information and the Your duty to us: no misrepresentation section at the end of your Certificate of Insurance carefully. If any of the details shown are incorrect or there is other information you need to tell us, please call us on 13 11 55.

Your monthly instalments will be deducted from your nominated account on the instalment dates shown above, please ensure that you have sufficient funds available in your account each month. If you have not yet advised us of your account or card details, please call us. It costs less to pay annually.

If you have any questions, please visit us online at www.suncorp.com.au or call us on 13 11 55.

Regards,

The Suncorp Team

**WE'VE BEEN LOOKING AFTER OUR CUSTOMERS
FOR OVER 90 YEARS,
AND WILL CONTINUE TO BE THERE WHEN YOU NEED US MOST.**

Strata insurance account for policy HPS060866682

This document will be a tax invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

Period of insurance: **19 December 2024 to 11.59pm 19 December 2025**
Transaction effective date: **19 December 2024**
Transaction type: **New policy**

	Base Premium	GST	Stamp Duty	Total Amount
Insured address:	UNIT 1, 2 & 3 1 LUKE CT, MILL PARK VIC 3082			
Building	\$ 1,895.38	\$ 189.54	\$ 208.49	\$ 2,293.41
TOTALS	\$ 1,895.38	\$ 189.54	\$ 208.49	\$ 2,293.41
Total amount				\$ 2,293.41
Monthly instalment amount				\$ 191.11

Strata Insurance

Product Disclosure Statement



Welcome and thank you for choosing Suncorp Insurance

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It's really important to read it carefully before you decide whether or not our cover is right for you.

By choosing Suncorp Insurance you can:



Manage your policy by calling us on 13 11 55



Make a claim 24/7 by calling on 13 25 24



Call 13 11 55 for extra support



The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

Key information about Suncorp Strata Insurance



Type of insurance

This policy provides cover for loss or damage to the building.

You can choose to add cover for common contents. The cover you have chosen will be shown on your certificate of insurance.



What we cover

Accidental loss or damage cover

We cover accidental loss or damage to the building and common contents, including for incidents like flood, fire (including bushfire), escape of liquid and impact.

Legal liability

We cover your legal liability to pay compensation for death or bodily injury to other people, or loss or damage to their property at the insured address.



What we pay

The most we will pay for the building for any incident is the building sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

The most we will pay for the common contents for any one incident is the common contents sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

The most we will pay for all claims arising from any one incident for legal liability covered by this policy is **\$20 million** including all associated legal costs.

We will pay up to the limits outlined under the relevant Additional cover.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.



Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 53 for more information.

**Exclusion for new policies**

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Things we don't cover' on page 28.



















**Exclusion for short-term rental, holiday letting or house sharing**







If there are units used for any short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through any online booking platform), **we do not insure you for** loss of rent for those units (see 'Loss of rent following an insured incident' on page 57).

Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

This policy covers accidental loss or damage and incidents including:






What we cover			Page
	Flood (see important note on page 43)		43
	Storm		44
	Storm surge		45
	Lightning		46
	Fire (including bushfire) & Extra Costs cover in the event of bushfire		46
	Earthquake and Tsunami		47
	Theft or burglary by tenants or their guests		47
	Theft or burglary by people who are not tenants or their guests		47
	Escape of liquid		48























What we cover			Page
	Impact	✓	49
	Damage by an animal	✓	50
	Explosion	✓	50
	Riot, civil commotion or public disturbance	✓	51
	Malicious acts or vandalism by tenants or their guests	✓	51
	Malicious acts or vandalism by people who are not tenants or their guests	✓	52

Legal Liability

What we cover			Page
	Legal Liability	✓	52

Additional covers (these are covers that come with your policy)

What we cover			Page
	Removal of debris	✓	54
	Other repair/rebuilding costs	✓	55
	Temporary accommodation for unit owners	✓	56
	Loss of rent following an insured incident	✓	57
	Costs to re-establish important document	✓	58

	Emergency repairs		59
	Exploratory costs to find leaks from pipes and water containers		59
	Lawns, garden areas, plants, trees and shrubs or hedges		60
	Resilience improvements		60
	Accidental breakage of glass		61
	Motor burnout		62
	Lock replacement (after theft of keys)		63
	Embezzlement of funds		64
	Office bearer's liability		64
	Voluntary workers cover		67
	Matching undamaged parts		70

What to do

We understand experiencing loss or damage or having a claim made against you can be stressful

Here's what to do:



Step 1

Make sure everyone is safe.
For emergencies, call 000.



Step 2

Try to prevent further loss, damage or liability (e.g. if there is a broken window, arrange for it to be covered to prevent further water damage from the rain).



Step 3

Report any theft and malicious damage to the police as soon as possible.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.



Step 4

Contact us as soon as possible by calling 13 25 24.

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your property was caused by another person and if possible, please provide us their name and address and if applicable, their registration number. See 'When your excess will be waived' on page 16.

Contents

1. Important things to know up front	9
2. What we cover – the basic	17
3. Things we don't cover	25
4. What we cover – the details	41
5. Additional cover that comes with your policy	53
6. Making a claim	71
7. How we settle claims – some examples	87
8. Important things to know – our contract with you	93
9. What to do if you have a complaint and other important information	97
10. Words with special meanings	101

❗ In this PDS you will be referred to the Strata Insurance Additional Information Guide. This guide is available at suncorp.com.au and contains further information about premiums, excesses and discounts. Please contact us for a free copy.

❗ Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 101.

1

Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront. This includes information about:

- your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us about changes;
- your sums insured; and
- the excesses that apply to your claim.

Our agreement with you

If you buy this product from us, your contract of insurance is made up of your certificate of insurance, this PDS and any SPDS that we have given you.

Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 96.

There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 25 to 39. There are also specific things we don't cover explained in sections 4 and 5 on pages 41 to 70 which are particular to the cover provided under your policy.



In this PDS we use ✓ and ✗ icons to help describe what's covered and what's not covered.

Claims made and notified basis of coverage: Office bearer's liability

The cover under the Office bearer's liability additional cover (see page 64) is issued on a 'claims made and notified' basis. This means that your office bearers are covered for claims first made against them during the period of insurance and notified to us during the period of insurance, provided that you were not aware at any time prior to the start of your policy of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you.

Any office bearer may decide to notify us of facts that might give rise to a claim against them. This notification must be given as soon as reasonably practicable after the office bearer becomes aware of the facts and prior to the period of insurance expiring. If the office bearer gives us such written notification of facts, the policy will respond even though a claim arising from those facts is made against the office bearer after the policy has expired. When the period of insurance expires, no new notification of facts can be made.

Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in the building);
- maintain door locks and window locks in good working condition and keep alarms working and connected;
- follow all the terms and responsibilities set out in your policy;
- keep the building structurally sound, watertight, secure and well maintained (e.g. remove mould, fix any holes in floors, walls and ceilings, fix loose, missing or rusted steps, gutters and flooring);
- you must fix any inherent defect, faulty design, structural defect, structural fault and/or faulty/poor workmanship at the building as soon as possible after you identify it or are told about it;

Continued on next page.

- ensure that the building complies with local council requirements and building laws and regulations when construction, alterations or repairs are undertaken (e.g. obtain all required permits and permissions prior to work commencing and ensure that all requirements including height limits are met);
- ensure that the building is kept in good condition (e.g. there are no blocked gutters, the roof is not rusted, the building is not infested with vermin and there is no termite damage and that damage, including insured damage we have paid for, is promptly repaired);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you or your managing agent become aware that a business activity is planned to start at the insured address;
- you start farming, manufacturing or repair work at or from the insured address;
- you or your managing agent become aware that a business activity is occurring at the insured address such as but not limited to, people start to come to the insured address, business signage is installed or storage of chemicals for the business activity occurs. But we do not need to know if this business activity is only:
 - the residential tenancy of a unit by a tenant which is part of the building;
 - using no more than **1** unit in the building as an administration office.

Note: We do not cover any part of your building used for any business activity. Some limited exceptions apply. See 'What we do not cover as the building' on pages 19 and 20.

- you need to change the sums insured for the building or common contents;
- any detail on your certificate of insurance is no longer accurate, such as but not limited to the description of the building;
- the insured address ceases to be at least **50%** occupied;
- trespassers or squatters occupy the insured address;
- you intend to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order;
- building, renovations, constructions, alterations and/or repairs commence at the insured address.

If you have not told us about any of the above matters having occurred in any other period of insurance you held this policy with us, you must also tell us as soon as possible.

What we will do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it will mean we can no longer insure you and we will cancel your policy.

If you do not contact us

If you do not contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

How to contact us

Call us on 13 11 55.

If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

About your sum insured

Make sure your sums insured are adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured for the building and sum insured for the common contents that meets your needs in the event the building and/or common contents are damaged or destroyed.

You can also choose to seek the services of an architect, builder, quantity surveyor, valuer or other suitably qualified professional for an expert opinion to assist in working out your sum insured.

Review your sums insured regularly

To ensure your sums insured are adequate it is important to review them regularly, being mindful of items purchased recently and ask us to change the sums insured when required.

If you upgrade the size and standard of the building, it may increase the cost to rebuild the building. The building sum insured will need to reflect these types of changes.

If you over-insure

We will not pay more than the amount of the assessed quote to rebuild, repair or replace the building or common contents. Again, it is important to review your sums insured regularly. We will not refund any premium paid for over-insuring.

Adjustments on renewal

Suncorp will consider a range of factors that can influence the cost to rebuild the building or the cost to repair or replace your common contents. We may choose to adjust your sums insured shown on your certificate of insurance at the end of each period of insurance to account for various factors including inflationary trends. However, you still need to consider if the building and common contents sums insured are sufficient for your situation.

GST

Limits and the most we pay amounts stated in this PDS and on your certificate of insurance include GST.

Excesses that apply to your claim

What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate of insurance or in this PDS.

Excess type	
Standard excess	<p>This excess applies to all claims (including legal liability claims) unless stated otherwise. You can choose your standard excess from the range we offer.</p> <p>The amount of the standard excess applied to building claims (which includes claims for legal liability in connection with the building, common areas or scheme land) can be different to the standard excess applied to common contents claims (which includes claims for legal liability in connection with the common contents).</p>
Additional excess	<p>An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess, unless stated otherwise in your policy.</p>
Water damage excess	<p>This excess applies in addition to any other excess if you make a claim for loss or damage caused by leaks in or from pipes and water containers, unless stated otherwise in your policy.</p>
Earthquake and Tsunami excess	<p>This excess applies in addition to any other excess if you make a claim for loss or damage as a result of an earthquake or tsunami, unless stated otherwise in your policy.</p>
Theft or burglary by tenants or their guests excess	<p>For any claim under 'Theft or burglary by tenants or their guests' (see page 47), this excess will apply in addition to any other excesses that apply.</p>
Malicious acts or vandalism by tenants or their guests excess	<p>For any claim under 'Malicious acts or vandalism by tenants or their guests' (see page 51), this excess will apply in addition to any other excesses that apply.</p>
Unoccupied excess	<p>The excess applies in addition to any other excess, if at the time of the incident covered by your policy, the building has been unoccupied for a period of more than 60 continuous days.</p>

Continued on next page.

! When is the building unoccupied

A period of unoccupancy starts when the building becomes unoccupied and comes to an end when you, someone nominated by you, a unit owner or someone nominated by a unit owner has occupied the building for at least **2** consecutive nights. You will be required to prove the occupancy of the building in the event of a claim, unless this is not reasonably possible. Examples of how you can prove the occupancy include providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the building. See section 10 'Words with special meanings' on page 107.

! Refer to the Strata Insurance Additional Information Guide for more information about excesses.

Claiming for both building and common contents

When both the building and common contents at the one insured address are insured with us under your policy and your claim is for loss or damage to both arising from the same incident, you must pay whichever is the higher of your standard excesses (plus any other applicable excess).

How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person – but not a person within the definition of 'you', a unit owner (or their guest), a tenant (or their guest) or any other person living or staying at the insured address (or their guest). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of the vehicle.

! If you cannot identify the person responsible and/or give us their name and address (and if applicable, their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

2

—

What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as the building and common contents;
- who we cover;
- where we cover.

What we cover as the building

✓ **We cover:**

The building means the strata, body corporate or community titled residential building or buildings including the following at the insured address:

- garages, carports, outbuildings and any structural improvements on the land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), sheds and tennis courts;
- garden borders, sealed pathways and paved or concreted floor areas;
- sealed driveways or sealed roads;
- outdoor walls, gates, fences and retaining walls which are located within the boundaries of the insured address;
- services, both above and below ground, that are your property and you are responsible for, including fixed fire prevention and security equipment;
- any permanently housed, connected or wired electrical appliances including ducted air conditioning and intercoms;
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, fixed barbeques, fixed aerials and outdoor lights, awnings and blinds;
- gas appliances permanently plumbed to a gas supply;
- sewer storage tanks or treatment tanks permanently plumbed to the building;
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where part of their structure begins or terminates on the insured address;
- any uninstalled building fixtures, fittings and materials but only when kept in a locked and secured building at the insured address and only up to **\$1,500** in total for any one incident;
- lifts, elevators, escalators, travelators, inclinators and hoists;
- these wall, floor or ceiling coverings (except when they are inside a unit and the applicable strata laws in your state or territory say they are not part of the building for body corporate insurance purposes):
 - paint, tiles, wallpaper and permanent wall, floor and ceiling coverings;
 - fixed floor coverings including lino, whether glued down or not;
 - timber floor coverings that were fitted when the building was originally built, whether secured to the floor or not.



There are some things that we do not cover as the building, and some uses of the building we do not cover. These are set out below.

What we do not cover as the building

⊗ **We do not cover:**

The building does not include:

- anything that is not legally part of the building for body corporate insurance purposes according to the applicable strata laws in your state or territory (e.g. in ground pools installed by unit owners for the sole use of the occupants of that unit unless the body corporate assumed legal responsibility for the pool before the incident being claimed for occurred);
- fixtures that can be removed without causing damage to the unit;
- anything that is common contents;
- any new building under construction;
- any part of the building used for farming of any description (including buildings used for hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo or stable. This limitation does not include any building which could be used for farming, but is not used for that purpose;
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles or craft of any type;
- inflatable or portable swimming pools and spas and their accessories;
- any fixed or temporary dead weight moorings, mushroom moorings or screw in moorings;
- any carpets, rugs, blinds, drapes or curtains;
- air conditioning units servicing a particular unit (split and ducted);
- loose or compacted soil, sand, artificial grass, gravel (including on roads, driveways and tracks), pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- lawns/grass, garden areas, plants, trees and shrubs or hedges in the ground (except to the extent covered under additional cover 'Lawns, garden areas, plants, trees and shrubs or hedges' see page 60);

What we do not cover as the building (con't)

⊗ **We do not cover:**

- these wall, floor or ceiling coverings when they are within a unit and the applicable strata laws in your state or territory say they are not part of the building for body corporate insurance purposes:
 - paint, tiles, wallpaper and permanent wall, floor and ceiling coverings;
 - fixed floor coverings including lino, whether glued down or not;
 - timber floor coverings that were fitted when the building was originally built, whether secured to the floor or not.
- any part of the building used or occupied:
 - as a hotel or motel;
 - for any business activity unless this business activity is only:
 - the residential tenancy of a unit which is part of the building;
 - using no more than **1** unit in the building as an administration office.

ⓘ We don't cover things that happen because the building and common contents are not in good condition or because any building extensions, alterations or renovations are not complete. We do not cover any part of the building or common contents that has wear, tear or deterioration. See section 3 'Things we don't cover' on page 33 and 'Your responsibilities' and 'When you need to contact us', pages 11 to 13.

ⓘ Sometimes we might cover something under 'What we cover as the building' or 'What we cover as your common contents' but that item or part of the building or common contents may not be covered for all types of loss or damage covered by your policy (e.g. we cover retaining walls which are located within the insured address as part of the building but we do not cover loss or damage to retaining walls under certain insured incidents). See section 4 'What we cover - the details' on page 42. It is important to read your policy carefully.

The most we will pay for the building

If your claim is covered, the most we will pay for loss or damage to the building for any one incident is the building sum insured shown on your certificate of insurance, unless a different limit elsewhere in your policy applies.

Some items also have fixed limits that cannot be increased and these limits (shown in the table below) are the most we will pay for those items.

Building items with fixed limits	Limits for any one incident
Uninstalled building fixtures, fittings and materials but only when kept in a locked and secured building at the insured address	Up to \$1,500 in total

Who we cover

You/Your refers to the:

- body corporate;
- owners corporation;
- strata company;
- association of the strata, body corporate or community title scheme,

named as the insured on your certificate of insurance, and its ownership or insurable interest according to the relevant strata, body corporate or community title laws applying to the building and common property.

Where we cover

We cover the building and common contents at the insured address. The insured address is the address/location shown on your certificate of insurance within the boundaries of the scheme land.

What we cover as your common contents

✓ We cover:

Your common contents means your unfixed property at the insured address that is contained within the common areas of the building such as, but not limited to:

- unfixed wall, floor (e.g. carpets) and ceiling coverings;
- internal window coverings;
- portable domestic appliances (e.g. washing machine and clothes dryer);
- tools and cleaning equipment;
- domestic tools and gardening equipment (including ride-on mowers);
- office equipment, electronic equipment and fixed line telephones you use in your administration office, examples include:
 - computers, including laptops, electronic diaries, tablets, printers and scanners (but not software, games or stored media information);
 - filing cabinets;
 - fax machines and photocopiers;
 - chairs, tables, desks and other office furniture;
 - office stationery.

⊗ What we don't cover as your common contents

Contents does not include:

- any fixture or item owned by a unit owner or tenant which they would remove if they sold or vacated their unit;
- personal effects and valuables designed to be worn or carried by a person such as:
 - clothing, footwear, baggage, handbags or wallets;
 - jewellery or watches;
- valuable items such as:
 - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
 - medals, collections or memorabilia;
 - precious stones;
 - items made of, or plated with, gold or silver;

⊗ What we don't cover as your common contents (con't)

- mobile phones;
- any item covered as the building;
- carpets or any contents item owned by a tenant or unit owner;
- animals, including fish, reptiles, pets and livestock;
- stock in trade;
- uninstalled building fittings, fixtures and materials;
- floating floors fitted by the unit owner;
- any of these vehicles or craft or any of their accessories or spare parts:
 - motor vehicles or trailers, motorcycles, mini-motorcycles, personal transportation vehicles, motorised bicycles, watercraft and aircraft;
 - caravans, mobile homes or any of their contents;
 - tractors, back hoes, bob-cats, earth dozers or front-end loaders or their accessories or spare parts;
- loose or compacted soil, sand, artificial grass, gravel, pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- lawns/grass, garden areas, plants, trees and shrubs or hedges in the ground (except to the extent covered under additional cover 'Lawns, garden areas, plants, trees and shrubs or hedges' see page 60).

The most we will pay for your common contents claims

The most we will pay for loss or damage to all common contents arising from any one incident is the common contents sum insured shown on your certificate of insurance, unless a different limit elsewhere in your policy applies.

This page has been left blank intentionally

3



Things we don't cover

There are some things we don't cover under your policy and we want to be upfront about this.

Remember, there are also specific things we don't cover in sections 4 and 5 on pages 41 to 70.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ **Actions or movements of the sea**

any actions or movements of the sea.

⊗ **Aircraft shock waves**

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

⊗ **Anything you don't own**

any part of the building or common contents that you do not own but we will cover your legal liability for loss or damage to property to the extent it is covered under 'Legal liability' see page 52.

⊗ **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage (including water contamination) that is covered by the insured incident 'Fire (including bushfire)' page 46;
- your legal liability under 'Legal liability' cover page 52, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ Breaking the law

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act;
- your possession, manufacture, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
 - smoke alarms;
 - pool fencing;
 - installing a balcony railing or balustrade when required;
 - dangerous goods and liquids;
 - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

⊗ Broken tiles around pools and spas

chipped, broken or lifted tiles in or around swimming pools and spas.

⊗ Building extensions, alterations or renovations

other than the cover available under 'Legal liability', extensions, alterations or renovations to the building or parts of the building, including:

- damage caused by cracking, collapse, subsidence caused fully or partially by the construction work;
- damage caused by water entering the building through openings in the walls or roof or other unfinished parts of the building whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part of the building that is under construction;
- malicious damage or vandalism to unfinished parts of the building.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ Building or common contents not in good condition

any part of the building or common contents not being in good condition, such as, but not limited to:

- there are blocked gutters;
- the roof leaks when it rains;
- there are areas of the roof that are rusted through;
- there is wood rot, termite or ant damage to the building;
- there are holes in floors, walls, ceilings, gates, fences or wall fences or any other parts of the building (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls, ceilings, gates, fences or wall fences or any other areas of the building that are loose, falling down, missing or rusted through or otherwise in disrepair;
- previous damage including damage caused by flood has not been repaired;
- the building is infested with vermin;
- any pool gates or fences are in disrepair;
- the building (including all sheds, outbuildings and any other structural improvement at the insured address) is not structurally sound or is unsafe or unfit to live in;
- plant matter growing on the building (e.g. walls, windows, gutters).

⊗ Bushfires, storms, storm surges, floods, tsunamis in the first 72 hours of cover

a bushfire, storm, storm surge, flood or tsunami in the first **72** hours of cover. But we will cover these incidents if this policy began on the same day:

- you registered as the body corporate or owner's corporation of the building;
- that another policy covering the building and common contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured will not be covered for these incidents for the first **72** hours specified).

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ **Chemical damage when cleaning**

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

⊗ **Computer virus or computer hacking**

a computer virus or computer hacking.

⊗ **Deliberate damage to a reservoir or dam**

any deliberate or malicious act causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

⊗ **Deliberate or reckless actions**

an act or omission by you, your family, anyone living at the building, any owner or part owner of the building, or anyone acting with your given or implied consent that:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

⊗ **Ground movement**

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover landslide or subsidence that is specifically insured under the following insured incidents:

- 'Storm' page 44;
- 'Storm surge' page 45;
- 'Escape of Liquid' page 48;
- 'Flood' page 43;
- 'Earthquake and Tsunami' page 47;
- 'Explosion' page 50.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ **Hazardous materials**

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

⊗ **Illegal drugs or other chemical or poisonous substance**

any intentional or unintentional use, existence or contamination by, or due to:

- illegal drugs including but not limited to the manufacture, storage, use, possession, consumption or distribution of any illegal drugs (or illegal drug precursors);
- any other chemical or poisonous substance.

⊗ **Mechanical or electrical breakdown or failure**

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by:

- fire spreading from an electrical fault to other parts of the building to the extent it is covered under the insured incident 'Fire (including bushfire)' (see page 46);
- lightning to the extent it is covered under the insured incident 'Lightning' (see page 46);
- motor burnout to the extent it is covered under the 'Motor burnout' additional cover (see page 62).

⊗ **Mould or mildew**

mould or mildew at the insured address unless it was directly caused by an incident covered by your policy and there is no evidence of pre-existing mould or mildew in the building.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ Not complying with building laws or regulations

any component of the building that was not built, constructed, renovated, altered or repaired in compliance with the applying local council requirements or relevant building laws or regulations (**non-complying building component**) except those laws or regulations introduced after the building was originally built or when construction, repairs, renovations or alterations were undertaken. Non-complying building components include, but are not limited to:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that does not meet building laws or regulations;
- non-habitable parts of the building converted to habitable rooms (as defined by the Building Code of Australia), where legal height requirements have not been met;
- basement area conversions without building approval and with evidence of inadequate ventilation, drainage or waterproofing (as required under relevant building laws and regulations);
- incorrect slab height in relation to the outside ground level (ie. there must be a step down to outside as required by relevant building laws and regulations);
- poorly designed and non-approved external structures, like decks, gazebos or carports, without obtaining appropriate permits and that do not meet building laws or regulations.

⊗ Power surge or shut down by your power provider

power surge or shut down by your power provider, but we will cover:

- fire damage resulting from power surge;
- damage to electric motors covered under the 'Motor burnout' additional cover on page 62;
- damage from a power surge caused by lightning but only when:
 - the Australian Government Bureau of Meteorology has a record of lightning in your area at the time of the damage; and
 - you show us written confirmation from a qualified repairer (e.g. electronics repairer) that lightning was the cause.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

⊗ Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not) or military coup;
- any looting or rioting following these incidents.

⊗ Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, but we will cover damage to the building and common contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under insured incident 'Escape of liquid' (see page 48);
- roots from a fallen tree to the extent it is covered under insured incident 'Impact' (see page 49).

⊗ Seepage of water

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the building;
- down the sides, against the sides or underneath swimming pools, spas or tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

⊗ **Tree lopping**

trees being lopped, felled or transplanted by you or someone authorised by you.

⊗ **Wear, tear and gradual deterioration**

any part of the building or common contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- tiles and their adhesive or grouting breaking down;
- weathering of roof tiles or roof ridge capping;
- gradual weathering and breakdown of bricks, mortar or concrete.

⊗ **When security or alarms are not working**

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

We do not cover:

⊗ Asbestos

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs or rebuilding in connection with a claim for loss or damage to the building but only to the extent removal is necessary in order to repair insured damage.

⊗ Communicable Disease

any loss, damage, claim, cost, expense, legal liability or other sum, directly or indirectly arising out of, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

⊗ Confiscation or damage by a legal authority

confiscation, nationalisation, requisition or damage by the police, a government authority or someone with the legal authority to do this but we will cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured incident covered by your policy.

⊗ Defects, faults, workmanship

- loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report);
- any loss or damage to the part of the building with an inherent defect, faulty design, structural defect or faulty/poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults and poor workmanship' as part of the repair or rebuilding process see page 80.

We do not cover:

⊗ **Extra costs or other losses following an incident covered by your policy**
extra costs or other losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of rent except as expressly covered by your policy;
- loss of income or wages except as expressly covered by your policy;
- medical expenses;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;
- cleaning costs unless stated otherwise your policy;
- any increase in electricity costs not directly arising from an incident covered by your policy.

⊗ **Medical equipment and aids**
any medical equipment, item or aid.

⊗ **Photographs, electronic data and images**
repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
 - the device they were stored on was lost or damaged in an incident covered by your policy; and
 - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

We do not cover:

⊗ Replacement of water

the loss, storage or replacement of water in any tank, container, pool, spa and any other water storage vessel unless it is specifically covered under the insured incident 'Fire (including bushfire)' see page 46.

⊗ Sale of your common contents

- loss (including theft) of the building or common contents (or the proceeds of sale) by a person authorised to offer your common contents for sale;
- loss of the building or common contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your common contents for sale.

⊗ Sanctions

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

⊗ Squatters or trespassers

loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from squatters or trespassers occupying one or more units at the insured address.

We do not cover legal liability for or caused by, connected with or arising from:

⊗ **Agreements you enter into**

any agreement or contract you enter into, but we will cover your legal liability if it would have existed had you not entered into the agreement or contract.

⊗ **Aircraft**

using or owning any aircraft or the facilities to land or store aircraft.

⊗ **Animals**

any animal.

⊗ **Asbestos**

exposure to or potential exposure to asbestos in any form.

⊗ **Building, altering or renovating**

building work being carried out at the insured address where the total cost of building, altering, extending or renovating is more than **\$50,000**.

⊗ **Buildings, property or land not at the insured address**

you owning, occupying or renting any building, property or land not at the insured address.

⊗ **Business activity**

any business activity, unless the income is:

- collection of fees from unit owners;
- the residential tenancy of a unit under a rental agreement, which is part of the building or using no more than **1** unit in the building as an administration office.

⊗ **Caravans and trailers**

using or towing a caravan, mobile home or trailer.

⊗ **Defamation or copyright**

defamation or breach of copyright.

⊗ **Drones**

aerial devices, drones and other autonomously piloted aircraft.

⊗ **Erection or demolition**

erection or demolition of the building or structures.

We do not cover legal liability for or caused by, connected with or arising from:

⊗ **Fines, penalties and other damages**

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

⊗ **Legal actions in other countries**

legal actions or legal claims brought against you, decided in, heard in or applying the law of, any countries outside Australia or New Zealand.

⊗ **Lifts, elevators, escalators, travelators, inclinator or hoists**

any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists that you do. This includes anything that is part of a lift, elevator, escalator, travelator, inclinator or hoist. This does not apply to any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists carried out by a person or company that you employ or contract and that person or company is qualified to make any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists.

⊗ **Motor vehicles or motorcycles**

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident, the vehicle:

- was being used for domestic gardening (e.g. ride on mowers); and
- did not require insurance under compulsory third-party insurance laws or motor accident injuries insurance laws.

⊗ **Property owned by you or property in your physical or legal custody**

loss or damage to property which:

- is owned by you;
- is owned by any person who works for you where that loss or damage arises from their employment with you;
- belongs to someone else and is in your physical or legal custody or control.

⊗ **Swimming pools or spa baths**

the use of swimming pools or spa baths but we will cover your legal liability for these if you have told us about them and 'including pools and spas cover' is noted on your certificate of insurance.

We do not cover legal liability for or caused by, connected with or arising from:

⊗ **Watercraft**

using or owning any watercraft.

⊗ **Wrongful acts or omissions of your office bearers**

wrongful acts or omissions by any of your office bearers but we will cover legal liability for death or bodily injury to other people or loss or damage to their property resulting from an incident in connection with the building, common contents, common areas or insured address.

⊗ **Vibrations or interference**

vibration or interference with the support of the scheme land, the building or other property.

⊗ **Your employees**

death or injury of your employees or damage to their property, including while they are working for you at the insured address.

This page has been left blank intentionally

4



What we cover – the details

In this section we tell you about our cover for loss and damage to the building and common contents and our Legal liability cover.

What you are covered for – Accidental loss or damage



Accidental loss or damage to the building and common contents

We cover



Building cover

We cover the building at the insured address for:

- accidental loss or damage caused by an incident;
- loss or damage caused by the incidents described on pages 41 to 52, in the period of insurance provided that the loss or damage is not excluded, and subject to the conditions of your policy.

Common contents cover

When you add common contents cover to the building policy, we will cover your common contents at the insured address for:

- accidental loss or damage caused by an incident;
- loss or damage caused by the incidents described on pages 41 to 52, in the period of insurance provided that the loss or damage is not excluded, and subject to the conditions of your policy.

We don't cover



Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we will pay for loss or damage to the building or common contents for any one incident are the sums insured shown on your certificate of insurance, unless we say otherwise in your policy.



Accidental loss or damage is loss or damage that was not intentional and includes loss or damage from the incidents shown on pages 41 to 52.



We do not insure wear, tear or gradual deterioration. For full details see section 3 'Things we don't cover' on page 33.



When making a claim you must be able to prove that an incident covered by your policy took place. An incident is a single event, accident or occurrence (e.g. it means a single storm event, it does not mean rain over time).



Flood

We cover Loss or damage caused by flood.



We don't cover



- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls;
- resultant cracking to sealed paths, sealed roads, sealed driveways and any outdoor surfaces but we will cover them if they are washed away by the flood;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood;
- damage to external paintwork of the building, if that is the only building damage caused by the flood;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, flood and not because of erosion, structural fault or design fault;
- the costs of cleaning your undamaged common contents.



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

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



Storm

We cover ✓ Loss or damage caused by a storm.



We don't cover ✗

- loss or damage caused by flood;
- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls;
- resultant cracking to sealed paths, sealed driveways, sealed roads and any outdoor surfaces, but we will cover them if they are washed away by the storm;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm;
- damage to external paintwork of the building, if that is the only building damage caused by the storm;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged common contents.



A storm includes a cyclone. See section 10 'Words with special meanings' on page 106.



Storm surge

We cover



Loss or damage caused by storm surge that happens at the same time as the other insured damage caused by storm.

We don't cover



- loss or damage caused by flood;
- loss or damage caused by actions or movements of the sea;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls;
- resultant cracking to sealed paths, sealed roads, sealed driveways and any outdoor surfaces but we will cover them if they are washed away by the storm surge;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge;
- damage to external paintwork of the building, if that is the only building damage caused by the storm surge;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged common contents.



Actions or movements of the sea has a special Meaning. It does not mean tsunami or storm surge. See section 10 'Words with special meanings' on page 102.



Lightning

We cover



Loss or damage caused by lightning, including power surge caused by lightning.

We don't cover



- any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;
- loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;
- loss or damage caused by power failures or surges by your power provider.



Fire (including bushfire)

We cover



Loss or damage caused by:

- fire (including bushfire); and
- heat, ash, soot and smoke that is the direct result of a fire within **100 metres** of the insured address.

Extra costs cover in the event of bushfire

If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the building or common contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:
 - been used to limit the spread of bushfire at the insured address;
 - become contaminated due to the use of fire retardant at the insured address;
- the cost of cleaning fire retardant off the building.

If you claim for these extra costs only, no excess applies. The most we will pay under Extra costs cover in the event of bushfire is **\$1,000** for any one incident.

We don't cover



Loss or damage arising from:

- arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);
- pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source;
- gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over a period of time.



Earthquake and Tsunami

We cover ✓ Loss or damage caused by an earthquake or tsunami.



We don't cover ✗

- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage that occurs more than **72** hours after an earthquake or tsunami;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not because of erosion, structural fault or design fault.



'Tsunami' is not an action or movement of the sea, see section 10 'Words with special meanings' on page 102.



Theft or burglary by tenants or their guests

We cover ✓ Loss or damage caused by thieves or burglars who are tenants or their guests or anyone else who is paying to stay at the unit or their guests.



Note: A Theft or Burglary by tenants or their guests excess applies. See page 15 for more details.

We don't cover ✗

Loss or damage when a previous claim has been covered for theft or burglary by tenants or their guests in the same period of insurance in relation to the same tenant.



Note: 'Same tenant' means that at least one common person was usually residing at the insured address when the incident giving rise to the claims occurred. This is the case even if the common person was not responsible for any theft or burglary.



Theft or burglary by people who are not tenants or their guests

We cover ✓ Loss or damage caused by thieves or burglars who are not tenants or their guests.



We don't cover ✗

Loss or damage caused by:

- you, a unit owner, any tenant or anyone staying or living at the insured address;
- any guest of you, a unit owner, any tenant or of anyone staying or living at the insured address.



Escape of liquid

We cover



Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:

- refrigerators, freezers, dishwashers and washing machines;
- any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);
- fixed tanks;
- swimming pools or spas;
- waterbeds;
- baths, sinks, toilets and basins (but not showers);
- fixed heating or cooling systems;
- water mains, fire hydrants or water supply pipes;
- tap spindles;
- an aquarium.

Exploratory costs

If a claim is covered under this incident, we provide some additional cover for exploratory costs associated with finding the source of the leak (see additional cover 'Exploratory costs to find leaks from pipes and water containers', page 59).

We don't cover



- the cost of repairing or replacing the item from which the liquid escaped (e.g. a cracked pipe or leaking tap), but some limited cover may be available under the additional cover 'Exploratory costs to find leaks from pipes and water containers';
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, escape of liquid and not because of erosion, structural fault or design fault;
- wear, tear and gradual deterioration, or loss or damage occurring as a result of a gradual process of liquid leaking, splashing, dripping or overflowing;
- loss or damage caused by leaks from agricultural or overflow pipes;



Escape of liquid (continued)

We don't cover



- loss or damage caused by liquid from a portable container, such as pot plant, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;
- loss or damage caused by liquid from a watering system or garden hose;
- loss or damage to retaining walls;
- loss or damage to, or caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;
- loss or damage to any portion of a fence or wall that is not owned by you;
- costs if you repair or renovate a damaged area of the building before we can inspect it and find the cause;
- broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries unless the damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);
- loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion, rot.



Impact

We cover



Loss or damage caused by impact (or by power surge caused by impact) at the insured address (e.g. a car hits the building).

We don't cover



- loss or damage caused by flood or storm surge;
- loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
- loss or damage to any portion of a fence or wall that is not owned by you;
- the cost of removing or lopping trees or branches that have not damaged the building or common contents;
- loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;
- the removal of tree stumps or roots still in the ground;
- loss or damage to the building (or part of the building) when the building impacts another item.



Damage by an animal

We cover ✓ Loss or damage caused by an animal that becomes accidentally trapped inside the building.

We don't cover ✗ Loss or damage caused by:

- any animal owned by or in the custody of you, a unit owner, a tenant, anyone staying at the insured address or someone who is at the insured address with your consent or the consent of a unit owner, tenant anyone staying at the insured address;
- any animal allowed onto the insured address by you, a unit owner or anyone living or staying at the insured address;
- insects, vermin or rodents but we will cover damage they cause if it is covered under 'Fire (including bushfire)' on page 46 or 'Escape of liquid' on page 48.



Explosion

We cover ✓ Loss or damage caused by an explosion.

We don't cover ✗

- the cost of repairing or replacing the item or container that exploded;
- loss or damage caused by nuclear or biological devices;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence or container within **72** hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.



Riot, civil commotion or public disturbance

We cover ✓ Loss or damage caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down your street.



We don't cover ✗

- loss or damage caused by you, a unit owner, anyone staying at the insured address, tenants or their guests;
- loss or damage caused by someone who entered the insured address with:
 - your consent or the consent of someone who lives at or is staying at the insured address;
 - the consent of someone who had your authority to allow them access to the insured address;
- loss or damage caused by nuclear or biological devices.



Malicious acts or vandalism by tenants or their guests

We cover ✓ Loss or damage caused by malicious acts or vandalism by tenants or their guests or by anyone else who is paying to stay at the unit or their guests.

Note: A Malicious acts or vandalism by tenants or their guests excess applies. See page 15 for more details.



We don't cover ✗

- the cost of cleaning, repairing or restoring the building or common contents caused by neglect, or untidy, unclean or unhygienic habits of a tenant or their guests, such as the cost of cleaning, repairing or removing:
 - liquid (including urine) or food stains;
 - odours;
 - abandoned items or rubbish;
 - drawing or painting on walls;
 - water damage and stains from over-watering plants;
 - water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths;
- loss or damage by tenants or their guests in the same period of insurance in respect of the same tenant.



Note: 'Same tenant' means that at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred. This is the case even if the common person was not responsible for the malicious act or vandalism.



Malicious acts or vandalism by people who are not tenants or their guests

We cover



Loss or damage caused by malicious acts or vandalism by people who are not tenants or their guests.

We don't cover



Loss or damage caused by you:

- you, a unit owner, any tenant or anyone staying or living at the insured address;
- any guest of you, a unit owner, any tenant or of anyone staying or living at the insured address.



Legal Liability

We cover



We cover your legal liability to pay compensation for death of or bodily injury to other people or loss or damage to their property resulting from an incident which happens during the period of insurance:

- in connection with the building, common contents, common areas or the scheme land or your land at the insured address; and
- at the insured address.

We also cover you for associated legal costs to defend a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

We don't cover



Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we will pay for all claims from any one incident for legal liability covered by your policy is **\$20 million** including all associated legal costs.



For examples of how we settle claims, see section 7 'How we settle claims- some examples' on page 87.

5



Additional cover that comes with your policy

When a claim for loss or damage to the building or common contents is covered, you may be entitled to the additional covers in this section. The limits shown are paid in addition to the building or common contents sum insured, unless stated otherwise. Some covers can also be claimed on independently to a claim for loss or damage to the building or common contents. All of the conditions of your policy and the section 3 'Things we don't cover' apply to the additional covers.

⚠ In some circumstances, an additional cover may be available to you before your claim for loss or damage to the building or common contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered.



Removal of debris

We cover



When you have building cover

When you are covered for loss or damage to the building, we will cover the reasonable and necessary costs of:

- demolishing and removing the damaged parts of the building from the insured address;
- removing, debris, including fallen trees or fallen branches, where:
 - the debris has damaged the building;
 - removal of the debris is required in order to repair the building.

When you have common contents cover

When you are covered for loss or damage to the common contents, we will cover the reasonable and necessary costs to dispose of the damaged common contents.

We don't cover



Anything in section 3 'Things we don't cover' on pages 25 to 39.

When you have building cover

The cost of:

- removing tree stumps and roots still in the ground;
- removing any debris, including trees or branches that have not damaged the building.

When you have common contents cover

Disposal, storage or removal of anything that is not defined as common contents.

Limit



The most we will pay for any one incident is **10%** of the building sum insured if the claim is for the building, and **10%** of the common contents sum insured if the claim is for the common contents.



Other repair/rebuilding costs

We cover



When you are covered for the costs of rebuilding or repairing damaged parts of the building, we will pay the reasonable and necessary costs:

- of any temporary work required to make the damaged or destroyed building and insured address safe;
- for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address;
- to make the damaged building components comply with current home building regulations and laws. We only pay these costs if the building components complied with home building regulations and laws when they were built or when construction, repairs, renovations or alterations were undertaken.

We don't cover



The costs of:

- removing tree stumps and roots still in the ground;
- removing or lopping trees or branches that have not damaged the building;
- upgrading undamaged parts, sections or components of the building to comply with the current building regulations and laws;
- making the building comply with building regulations and laws that existed but were not complied with when the building was originally built or when construction, repairs, renovations or alterations were undertaken (e.g. we will not pay to raise the building if renovations under the building did not comply with height limits or requirements);
- making sheds or outbuildings comply with current building laws and regulations if they did not comply with council requirements and/or if the required permits were not in place at the time they were originally built or when construction, repairs, renovations or alterations were undertaken;
- making the building comply with current multi-residential building or fire safety regulations:
 - that did not exist when the building was originally built or when construction, repairs, renovations or alterations were undertaken;
 - if the building was not correctly classified with your local council as a multi-residential building prior to the loss occurring;
- any professional fees (e.g. architect's fees) related to a change in the design of the building or to upgrade any part of it that you choose to make.

Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we will pay under this cover for any one incident, is the building sum insured, less any amount paid for accidental loss or damage under any other part of your policy for the same incident.

Continued on next page.

Under 'Other repair/rebuilding costs' we will only make damaged components of the building which we are repairing or rebuilding under your policy comply with current building regulations and laws. This means e.g. if the roof was damaged due to impact by a falling tree and required repairs, we would repair or rebuild the roof as the damaged component of the building. If other building components within the roof space were not damaged in the incident, they would not be repaired or rebuilt as part of the claim. For what we mean by 'components' see page 103.



Temporary accommodation for unit owners

We cover



When an incident covered by your policy damages a unit in the building to the extent that the unit cannot be lived in by the unit owner, we will pay the unit owner's reasonable and necessary temporary accommodation costs for the time it will take to repair or rebuild the unit so that it can be lived in again. We will also pay for the reasonable and necessary temporary accommodation for the unit owner's domestic pets in a commercial boarding establishment for the same period that we pay for the unit owner's temporary accommodation.

The most we will pay is the reasonable and necessary costs for:

- short term accommodation agreed to by us (e.g. standard rates for a hotel, motel or serviced apartment) (for up to **4** weeks only);
- residential accommodation of a similar standard to the unit that has been damaged in the incident.

We will also pay the reasonable and necessary costs for:

- redirection of the unit owner's mail from the insured address;
- utility connection costs such as water, electricity or gas at the temporary accommodation residence;
- assistance with bond payment for the temporary accommodation if required, however any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to the unit owner;
- if applicable, the break fees associated with early termination of the lease or other rental agreement for the unit owner's temporary accommodation, if they are able to return to their unit in the building in accordance with this additional cover, before the term of the lease or rental agreement ends.



Temporary accommodation for unit owners (continued)

We don't cover



We do not cover temporary accommodation costs:

- if damage to the unit owner's contents is the reason the unit cannot be lived in;
- if you or the unit owner does not intend to repair or rebuild the building or unit;
- if before the loss or damage occurred, the unit owner had planned to demolish the unit;
- if the unit owner does not need to pay for temporary accommodation;
- if the unit was not the unit owner's principal place of residence at the time of the loss or damage;
- if the unit owner had not intended to be living in the unit during the repair or rebuild period (had the unit not been damaged);
- once the unit can be lived in again;
- to the extent permitted by law, you or the unit owner are able to recover under another insurance policy.

Any other costs related to any business activity operated at the unit.

Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we will pay for all claims under this cover in relation to the same incident is **10%** of the building sum insured.



Loss of rent following an insured incident

We cover



If following an incident covered by this policy a tenanted unit in the building cannot be lived in or cannot be re-leased, we will pay the unit owner the weekly rental amount for the time it should take to repair or rebuild the building or unit so that it can be lived in or re-leased.

We will engage a builder to determine how long the repairs or rebuild should take. For example, if you have a fire claim and our builder determines that the repairs should take **4** weeks to complete, the unit owner may be entitled to **4** weeks of loss of rent under this additional cover.

Continued on next page.



Loss of rent following an insured incident (continued)

We don't cover



Loss of rent:

- if you or the unit owner does not intend to repair or rebuild the building or the unit;
- if the tenant still has an obligation to pay the rent to the unit owner;
- once the building or the unit can be lived in again or re-leased because the repair or rebuilding process for the damage covered under this policy is complete;
- if the unit was not occupied by a paying tenant (see the definition of tenant on page 107) at the time the loss or damage occurred, but we will provide cover if it would have been rented to a tenant, during the time taken to repair, replace or rebuild the unit. You may be able to show this by a signed rental agreement from a tenant that was due to move in;
- if the tenant has not paid rent or vacated the unit with rent owing;
- to the extent permitted at law, if the unit owner is able to recover loss of rent under another insurance policy;
- for any unit which was used prior to the incident for any short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through any online booking platform).

Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit

The most we will pay under this cover in relation to the same incident is **10%** of the building sum insured and the longest period that can be claimed for is **52** weeks.



Costs to re-establish important documents

We cover



If a claim under your policy is covered, we will pay the reasonable costs to restore or replace important written or printed records that belong to you if they are lost or damaged in the same incident while at the insured address.

We don't cover



- documents that are the personal property of unit owners, shareholders, members, proprietors or any other person or party;
- electronic files;
- bearer bonds or coupons, bank or currency notes, book debts or any negotiable instruments;
- replacement of your documents as blank stationery.

Limit

The most we will pay for all claims made in any one period of insurance is **\$5,000**.



Emergency repairs

We cover



The reasonable cost of emergency repairs to the building and common contents following loss or damage caused by an insured incident.

We don't cover



Unnecessary repairs (e.g. renovations that are not immediately necessary to ensure the building is safe, secure and/or watertight).

Limit
\$

The most we will pay is **\$1,000** for any one incident.



Exploratory costs to find leaks from pipes and water containers

We cover



The reasonable cost of:

- searching for the source of leaks in pipes and water containers at the insured address; and
- restoring the damage to the building or common contents caused by the exploratory work under this additional cover,

but only if the escape of liquid is covered under the 'Escape of liquid' insured incident, see page 48.

We don't cover



- any costs if the leaking did not first happen in the period of insurance;
- if the source of the leak can be located without invasive work (e.g. using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to the exploratory work) after this point;
- searching for leaks in shower bases, walls or floors or fixing them so they do not leak unless the damage is caused by liquid leaking from pipes in shower walls or from water containers;
- fixing broken, worn or aged tiles or grouting in walls in showers, bathrooms, kitchens or laundries unless the damage is caused by liquid leaking from pipes in walls, floors or from water containers.

Limit
\$

The most we will pay are your reasonable and necessary costs.



If we pay for damage or exploratory works under this additional cover, the most we will pay is **\$500** in any one period of insurance to repair or replace leaking pipes and water containers.



Lawns, garden areas, plants, trees and shrubs or hedges

We cover



The cost of restoring or replacing lawns, garden areas, plants, trees, and shrubs or hedges located in the ground on common areas at the insured address if they are lost or damaged in the period of insurance in an incident covered by your policy. The building standard excess applies unless it has already been paid for the incident.

We don't cover



The cost to remove the damaged lawns, garden areas, plants, trees, shrubs or hedges.

Limit



The most we will pay for all claims made in any one period of insurance is **\$5,000** in total.



We will pay the cost of replacing trees, shrubs, plants, hedges or garden beds with similar ones but they may not be the same maturity as the trees, shrubs, hedges or garden beds that were damaged. For example, if you have a fully grown orange tree that has been damaged, we will pay the cost of replacing the orange tree but it may not be a fully grown orange tree.



Resilience improvements

We cover



We provide cover for the costs associated with the purchase and installation of resiliency building enhancements (e.g. cyclone rated shutters, fire sprinkler systems and wind resistant roller door bracing) when all the following apply:

- we cover a claim for loss or damage to the building;
- a member of our supplier network is able to undertake the repair or rebuild of the building and we have authorised a builder to complete the work;
- the assessed quote to repair or rebuild the building is more than **\$40,000** or **10%** of the building sum insured, whichever is the higher amount; and
- the building does not already have the relevant resiliency building enhancement.

If the above conditions are satisfied, we will provide a range of resiliency building enhancement options for you to choose from which are specific to the building.

We don't cover



- any amount covered under 'Other repair/rebuilding costs' to comply with the latest building regulations;
- anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we will pay for any one incident is **\$10,000** of your net cost* of purchasing and installing the resiliency building enhancements.

ⓘ For what we mean by 'Resiliency building enhancements' see 'Words with special meanings' on page 106.

ⓘ *Net cost is the amount you spend after deducting any government subsidy to which you are entitled at the date of the loss, whether you claim the subsidy or not. You must supply us with proof of the amount paid you spent before we will pay you.



Accidental breakage of glass


We cover ✓ Accidental breakage of glass that happens during the period of insurance (e.g. when you have building cover, broken glass in a window or a pool fence panel or when you have common contents cover, broken glass in a glass coffee table in an internal common area).

We don't cover ✗ **When you have building cover**

- shower bases (tiled or otherwise);
- the cost to modify any part of the building to fit any replacement cooking or heating appliance if the dimensions differ;
- any loss or damage caused by the broken item including the cost of cleaning up the broken glass;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- glass in a glasshouse, greenhouse or conservatory;
- ceramic tiles;
- anything in section 3 'Things we don't cover' on pages 25 to 39.

When you also have common contents cover

- any accidental breakage which has occurred while the items are in the open air;
- drinking glasses and any glass or crystal items normally carried by hand;
- any handheld mirrors;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit  The most we will pay are your reasonable and necessary costs of repairing or replacing the broken glass. This limit is paid within the building or common contents sum insured.

ⓘ Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Motor burnout

We cover



The burning out or fusing of an electric motor, which is part of the building or common contents when they are insured under your policy (e.g. garbage disposal units, swimming pool motors in common areas) and where the motor is less than **10** years old, that happens in the period of insurance.

Cover includes the cost to repair or replace:

- the electric motor or compressor containing the motor;
- an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.

We will engage a member of our supplier network to review your quote and/or inspect the motor to determine if it can be repaired or replaced.

Repairing your motor

We will engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

Replacing your motor

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss or damage.

If you do not accept the offer, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network.

Replacing the whole appliance

We will only pay to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. For how we settle, see 'How we settle building claims' on page 75 and 'How we settle common contents claims' on page 76.



Motor burnout (continued)

We don't cover



- the cost of extracting or reinstalling a submersible pump;
- any amount you can recover under a manufacturer's guarantee or warranty;
- loss or damage to motors forming part of equipment or appliances used in conjunction with any trade, business activity or occupation;
- loss or damage to a refrigerator or freezer caused by spoiled food;
- anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit

Reasonable costs to repair or replace the electric motor or compressor containing the motor.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Lock replacement (after theft of keys)

We cover



The reasonable and necessary costs of replacing the building's locks or changing the key codes if:

- key or key codes to the common areas of the building are stolen from the insured address during the period of insurance; and
- the keys or key codes have the address of the building on them; and
- the theft is reported to the police.

Note: If you make a claim under this additional cover no excess applies.

We don't cover



- replacement of locks or key codes if you do not report the theft to the police;
- replacement of motor vehicle or motorcycle keys or their locks;
- replacement of keys or key codes to units;
- replacement of keys or key codes that were in the possession of a tenant in a unit;
- anything in section 3 'Things we don't cover, on pages 25 to 39.

Limit

The most we will pay in total for any one incident is **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Embezzlement of funds

We cover ✓ Fraudulent embezzlement or theft, misappropriation or conversion of your funds by office bearers or your employees committed in the period of insurance.

We don't cover ⊗ Any loss of funds:

- arising out of theft, embezzlement, misappropriation or conversion committed prior to the start of your policy;
- unless you have exhausted any rights or entitlements to payments from any fidelity bond or fund or under other statutory legislation;
- arising from conduct of the same person after you discover how this happened or identify the person responsible;
- held by managing agents of the building;
- discovered more than **12** months after the end of the period of insurance during which the incident occurred;
- not reported to us within **6** months of you discovering it;
- when your accounting records cannot prove how much you have lost. Accounting records may include bank statements, financial records or a report from a forensic accountant.

Limit  The most we will pay under this additional cover for all claims, in total, in the period of insurance is **\$50,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Office bearer's liability

We cover ✓ We will cover any office bearer for loss arising from any claim first made against the office bearer for a wrongful act in the period of insurance and notified to us in the period of insurance.

In addition, we cover:

Defence costs

For any claim that is covered by this cover, we will pay the reasonable legal costs to defend that claim. We may do this even if indemnity has not been confirmed by us until the claim is withdrawn or indemnity under the claim is denied.

If a claim is withdrawn or indemnity is denied, you must refund any defence costs advanced by us.



Office bearer's liability (continued)

We cover



Continuous cover

If a claim, fact or circumstance arises and that claim, fact or circumstance should have been or could have been notified to us prior to the end of the relevant period of insurance, we will accept the notification of such claim, fact or circumstance under this cover, subject to the terms of this cover, but we will only do this if we have continuously been your insurer for the purposes of Office bearer's liability cover between the date when such notification should have been given and the date when such notification was in fact given.

Cover for any such claim, fact or circumstance notified to us will be subject to the terms and conditions, including the limit of liability and excess, applicable to the Office bearer's liability cover under which the notification should have or could have been given.

We don't cover



Any claims for, arising from or connected with:

- injury, sickness or death of anyone;
- damage to or loss of use of property, other than your entrusted documents;
- facts or circumstances covered under any other part of your policy;
- any fact or circumstances of which you were aware prior to the inception of your policy that the office bearer (or a reasonable person in the office bearer's position) would reasonably expect might lead to a claim being made against you;
- your decisions not to effect and maintain insurance as required by any strata, body corporate, community title or similar law;
- publication or defamation or other disparaging material;
- deliberate, reckless or malicious wrongful acts or omissions;
- a conflict of interest of an office bearer;
- any dishonest, fraudulent, criminal or malicious act or omission of any office bearer;
- receipt of an illegal benefit by an office bearer;
- any financial guarantee or warranty;
- any intentional exercise of power by any office bearer where the exercise of power is for a purpose other than that for which the power was conferred;

Continued on next page.



Office bearer's liability (continued)

We don't cover



Any claims for, arising from or connected with:

- relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes and negotiable instruments;
- wrongful acts or omissions by an office bearer when not performing in their role as your office bearer;
- any legal action or legal claims brought against you outside of Australia;
- any fines or awards for aggravated, exemplary or punitive damages;
- any claim by an office bearer claiming compensation from another office bearer or you or officer bearers claiming against each other.

Special conditions

Non-imputation

Where this additional cover insures more than one party, any conduct on the part of any one party or parties where the party or parties:

- failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth);
- made a misrepresentation to us before this contract was entered into; or
- failed to comply with any terms or conditions of this cover,

will not prejudice the right of the other party or parties to indemnity as may be provided by this cover, subject to the following:

- the party or parties so indemnified be entirely innocent of and have no prior knowledge of any of the conduct; and
- as soon as reasonably practicable on becoming aware of any of the conduct set out above, you must advise us in writing of all known facts in relation to the conduct.

Special definitions

The following special definitions apply to this additional cover:

Loss

means the amount payable to compensate another unit owner in respect of a claim for a wrongful act, including damages, judgments, settlements, orders for costs and defence costs.

You

has the meaning set out on page 21 and includes any office bearer.

Limit



The most we will pay under this cover in total for all claims made in the period of insurance (including legal costs) is **\$1,000,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Voluntary workers cover

We cover



If a voluntary worker is injured or dies in an accident, we will pay the voluntary worker benefits shown in the table on pages 68 to 69 if the accident happens:

- at the insured address; and
- in the period of insurance; and
- while the voluntary worker is doing work you agreed to.

We don't cover



- the weekly benefit for voluntary workers shown on page 68, if the voluntary worker's average weekly income is not reduced or lost because of the disability;
- injury to any employee or contractor of yours;
- worsening of any injury because the voluntary worker did not seek medical treatment as soon as possible after the accident;
- death of a voluntary worker if death occurs more than **12** months after the accident that caused it;
- treatment for any condition or injury that existed before you insured the building under your policy or before the voluntary worker began undertaking the voluntary work (a pre-existing condition);
- intentional self-injury or suicide;
- mental illness;
- hernia;
- illness (a cold or virus);
- coronary failure or coronary thrombosis (e.g. heart attack);
- stroke or cerebral haemorrhage;
- injury, death or disability caused by:
 - use of alcohol or illegal drugs;
 - childbirth or pregnancy;
 - something eaten or any other digestive ailment.

Continued on next page.



Voluntary workers cover (continued)

Injury or death

The benefits

Death

\$40,000

Total or permanent loss of sight in:

- both eyes;
- one eye.

\$40,000

\$20,000

Total loss or complete inability to use:

- both hands or both feet;
- one hand and one foot;
- one hand or one foot.

\$40,000

\$40,000

\$20,000

Total and permanent loss of sight in one eye and total loss of effective use of one hand or one foot.

\$40,000

Loss of average weekly earnings caused by the voluntary worker not being able to carry out their occupation.

Total disability means being unable to carry out any of the usual duties of their occupation.

Total disability – we pay the smallest of:

- **100%** of average weekly earnings!; **or**
- **\$400** a week.

Partial disability means being unable to carry out some, but not all, of the usual duties of their occupation.

Partial disability – we pay the smallest of:

- **25%** of average weekly earnings!; **or**
- **\$100** a week; or
- the amount of earnings lost.

For weekly earning claims, we will require:

- medical evidence confirming disablement; and
- evidence that weekly earnings have reduced e.g. certificate from an employer or accountant.

We will only pay weekly benefits for up to a total of **104** weeks for all disability caused by each accident.

We might also require:

- written authority from the injured person to get their medical or other records;
- an examination of the person by a doctor we choose, to give us a report



Voluntary workers cover (continued)

Injury or death

The benefits

The most we pay for all payments made under this additional cover is:

- | | |
|---|------------------|
| — for each incident causing a claim; | \$40,000 |
| — all incidents causing a claim in any one period of insurance. | \$250,000 |

¹ Average weekly earnings is the voluntary worker's gross weekly wage or salary for the **13** weeks before the accident, divided by **13**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Matching undamaged parts

We cover



When a claim for loss or damage to your building or common contents is covered and new materials cannot be matched to undamaged parts, we will pay the extra costs to repair, replace or rebuild certain undamaged parts of the building or common contents in order to achieve a uniform appearance where the loss or damage occurred, as set out below.

When you have a building claim, we will pay extra:

- to replace undamaged wall tiles in the same room, stairs, hallway or passageway where the damage occurred so they match or complement new tiles used for repairs;
- to paint, wallpaper or replace undamaged wall coverings (but not tiles) in the same room, stairs, hallway or passageway where the damage occurred;
- so that continuously joined undamaged floor coverings (that are not common contents items, such as carpet) of the same material in the same room, stairs, hallway or passageway where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged floor coverings. Sometimes a repair (e.g. sanding or other floor treatment) may be possible to achieve a uniform appearance;
- to replace undamaged parts of the same kitchen cabinet, cupboard, or benchtop so that they match the repaired parts.

When you have common contents claim, we will pay extra to:

- to replace undamaged internal window coverings in the same room, stairs, hallway or passageway where the damage occurred;
- so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a common contents item) in the same room, stairs, hallway or passageway where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged carpets or other floor coverings. Sometimes a repair may be possible.

We don't cover



Anything in section 3 'Things we don't cover' on pages 25 to 39.

Limit



The most we pay for any one incident is **\$1,000** for a building claim and **\$1,000** for a common contents claim.

6



Making a claim

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim.

Making a claim

What you must do

- allow us to inspect the damaged building and/or common contents;
- allow us to arrange for experts to assess the damaged building and/or common contents and to quote on repair or replacement;
- arrange for all common contents to be moved and/or stored in order to facilitate repairs to the building;
- provide us with a quote/s for repair or replacement if we ask for this;
- provide us with any inspection report you might have obtained prior to purchasing the building;
- when requested, provide us with proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to a claim (including attending an interview in person or over the phone or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of the building or common contents when we replace or pay you the full sum insured for the building or common contents. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

What you must not do

- do not dispose of any damaged parts or items of the building or common contents without our consent unless it is necessary for health or safety reasons;
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency repairs to protect the building or common contents (see additional cover 'Emergency repairs' on page 59) or it is necessary for health or safety reasons;
- do not wash or clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it is necessary for health or safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to the building or common contents. Refer them to us instead.

If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

Legal liability or office bearer's liability claims

In this section 'plaintiff' means the person or entity making a claim against you or your office bearers.

You must tell us as soon as possible, about any incident that has caused an injury to others or damage to other people's property.

You also must tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you and your office bearer must give us all the help we need, including help after your claim is settled.

If we have legal advice that the sum insured will not be enough to fully compensate the plaintiff's claim and we think a court is likely to award more than this amount, our liability will be limited to the amount of the sum insured plus proportionate defence costs.

If you or your office bearer refuses to consent to any settlement recommended by us, our liability in relation to such claim will not exceed the amount for which the claim could have been settled (including costs and expenses incurred) up to the date of the refusal, subject to our solicitor's legal opinion. The cost of obtaining such legal opinion will be advanced by us as defence costs.

If we decline a claim or do not pay your claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

How to establish your loss

Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged.

Proving loss, ownership and value

You must give us proof of loss, value and ownership of items claimed when we request it. Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes though we might ask you to produce a copy of the most recent plans and drawings for the building, photographs of the building or other proof that supports the extent of the loss you have suffered.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item, description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer in Australia before the loss or damage occurred, original operating manual, manufacturer's box, certificate of authenticity, close up photograph and a full description of the item (e.g. brand, model etc).

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

If you are unable to substantiate your claim, we might reduce or refuse your claim.

How we settle building claims

We will aim to use a member of our supplier network to repair or rebuild the damage to the building. Sometimes this is not always possible. This will determine how the building claim will be settled.

When a member from our supplier network can complete the repair or rebuild

When your claim for loss or damage to the building is covered, we will engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the building on a 'new for old' basis. Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the amount of the assessed quote to repair or rebuild the building is less than the building sum insured, we will offer you the choice to have the building repaired or rebuilt (based on the recommendation of our builder).



If you accept the offer



If you choose to not accept the offer



The builder we engage will complete the repair or rebuild on a 'new for old' basis.



You will be paid the amount of the assessed quote to repair or rebuild on a 'new for old' basis (less any applicable deductions).
Note: this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

If the amount of the assessed quote to repair or rebuild is more than the building sum insured, will not repair or rebuild.



You will be paid the building sum insured.

When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the building is covered and a member of our supplier network is unable to complete the repair or rebuild, we will ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the building on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to determine it is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the quote is appropriate and reasonable for the scope of works, we will then pay you the assessed amount. If it is not, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We will then pay you the adjusted amount of the quote.

If we pay you for the repair or rebuild, the Lifetime guarantee on building repairs does not apply see pages 81 to 82.

How we settle common contents claims

When your claim for loss, theft or damage to your common contents is covered, your common contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged common contents.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your common contents sum insured, you will be paid your common contents sum insured.

Repairing your common contents

We will engage a repairer within our repairer network who is able to complete the repairs to your common contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay the quoted cost.

Replacing your common contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or the common contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 77 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of our replacement. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay your cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

When we settle a building or common contents claim we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra because you paid more for that item when it was originally purchased;
- pay extra to replace the building or common contents item to a better standard, specification or quality than they were before the loss or damage occurred except as stated in meaning of 'new for old' see page 77;
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 34), other than a defect or fault that we guarantee under this policy;
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- pay extra to repair or rebuild undamaged parts (some limited cover is available in 'Matching undamaged parts' see page 70);
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

'New for old' means:

- we rebuild, replace or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers;
- we rebuild, replace or repair new for old regardless of age, with no allowance for depreciation.

ⓘ For example, a leather lounge in a common area which was purchased **5** years ago for **\$5,000** and now worth **\$2,000**, will be replaced with a brand new leather lounge equivalent to your old lounge when it was new. Cover is not limited to **\$2,000**.

Same type, standard and specification as when new

We will repair or replace to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will repair or replace with items or materials of a similar type, standard and specification as when new. We can replace with a different brand.

'New for old' does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new;
- include paying to replace or match undamaged parts or materials, (some limited cover is available in 'Matching undamaged parts' see page 70).

When items may be replaced to a better standard

Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating

For these items when being replaced, 'new for old' means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum **3** star energy rating if this is available. It can be a different brand.

Obsolete electrical appliances

For obsolete electrical appliances, 'new for old' means replacing or repairing that item to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not repair or replace, or pay you for electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (e.g. a TV in a common area that can no longer be watched).

Common contents items that cannot and will not be replaced 'new for old'

For these items (such as paintings, pictures and works of art in a common area), 'new for old' means that if the item cannot be replaced 'new for old' or repaired,

we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

Building claims

This section relates specifically to a claim made on the building policy and is in addition to the information in 'How we settle building claims' on pages 75 to 76.

When we authorise the repair or rebuilding of the building

We may enter into any building contract with the selected repairer and/or supplier on your behalf.

Repairing or rebuilding damaged parts

We will only repair or rebuild the parts that are damaged when the damage is covered by your policy. Apart from the limited circumstances where we will repair or rebuild undamaged parts (see 'Matching undamaged parts' on page 70), this policy does not cover you to replace undamaged parts, such as when:

- **one garage door is damaged**
we will only replace or repair the damaged one, not other doors.
- **roof tiles are damaged**
we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and do not match the new ones used for repairs.
- **roof sheeting is damaged**
we will only replace the damaged roof sheeting, not the undamaged roof sheeting, even if the closest match available to us is a different shade, colour, finish, material or profile to the undamaged roof sheeting.
- **an external wall is damaged**
we will replace the damaged parts of the wall, not undamaged areas of the wall or other sides of the building.

When we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will offer to repair or rebuild using new materials of a similar type, standard and specification to the damaged parts of the building when new and that are reasonably and commercially available in Australia and compliant with current building regulations. It may not be the same brand, line or product.



If you are not satisfied with the materials we find, you have two options before we commence the repair or rebuild:



You can pay the extra cost of replacing the undamaged parts of the building to achieve a uniform appearance with the materials we have found. See also 'Matching undamaged parts' on page 70.

We can pay you the amount of the assessed quote for repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we have found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the market. We are able to secure supplier discounts from our supplier network.

How we deal with defects, faults and poor workmanship

There are different ways we manage defects, faults and poor workmanship during the repair or rebuilding process:

- if the building has a defect or fault or poor workmanship (see section 3 'Things we don't cover' page 34), it is not covered and we will not pay to fix it. This is the case whether you knew about the defect or fault (or not). For example, we would not fix structural posts, beams or load bearing walls that have been removed without taking into account structural engineering requirements.
- if a defect or fault (or poor workmanship) causes or contributes to loss or damage to the building, that resultant damage is not covered but only if you knew about the defect or fault or should have reasonably known about it (see section 3 'Things we don't cover' on page 34). For example, the roof has a fault (and you knew about the fault because you have been told about it by a tradesperson) and this allows rain to enter during a storm, we will not pay to fix the resultant water damage.
- if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (e.g. because a defect or fault or poor

workmanship in any building component will not support the repairs) we will pay in accordance with 'How we settle building claims' on pages 75 to 76 as if the building component did not have the defect or fault. This is the case whether you knew about the defect or fault (or not). For example, a defective load bearing wall will not support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the building did not have the defective load bearing wall.

Changes to the building

If you want to change the design of the building

When rebuilding the building, if we agree, you can choose to change the design of the building or upgrade parts of it, provided you pay the extra costs of doing this including all costs related to the construction and all professional fees (e.g. architect's fees). If you want to downsize the building for less cost than you are entitled to claim, we will not pay more than the amount of the assessed quote for a member of our supplier network to rebuild the downsized building. For example, if the building is damaged in a storm and has to be rebuilt, and you choose to downsize to a smaller building, the most we will pay is the assessed quote from our builder to rebuild the smaller building.

Choosing to rebuild on another site

If the building is to be rebuilt following an incident covered by your policy, you can choose to have the building rebuilt on another site provided you pay any extra costs involved.

Lifetime guarantee on building repairs

When we repair or rebuild the building, we guarantee the quality of workmanship of that work for the lifetime of the building if we:

- authorise;
- arrange; and
- pay the builder or repairer directly for this work.

What we guarantee

We guarantee the standard of the workmanship to be free of defects. If a defect arises in the lifetime of the building as a result of poor quality workmanship then we will rectify the problem.

It is a condition of the guarantee that we reserve the right to decide who will undertake the rectification work.

This guarantee does not apply:

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of the building;
- where we give you payment for the cost of repairs and you arrange the repairs.

Common contents claims

This section relates specifically to a claim made on your common contents policy and is in addition to the information in 'How we settle common contents claims' on pages 76 to 78.

When we repair or replace your common contents

We will repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We will do our best to replace to the same type, standard and specification (but not brand) as when new.

Repairing or replacing damaged common contents

We will only repair or replace common contents that are lost or damaged in an incident covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged common contents (see on page 70) you cannot claim to replace undamaged common contents e.g. an outdoor chair which is part of a suite is damaged beyond repair, we will pay to replace that chair, not the whole outdoor suite.

If we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand, line or product.



If you are not satisfied with the materials we find, you have two options before we commence the repair or replacement:



You can pay the extra cost of replacing undamaged parts of your common contents to achieve a uniform appearance. See also 'Matching undamaged parts' on page 70.

We can pay you the amount of the assessed quote for repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

Deductions from your building claim

If we pay the full building sum insured to you, we will deduct the following where applicable, from the amount we pay you:

- any unpaid excesses;
- any unpaid premium including any unpaid or remaining instalments for the unexpired period of insurance (if any);
- any input tax credit entitlement, refer to page 95.

After we pay your claim

Potential impact on cover and premiums

After a building claim

If we only pay part of the sum insured to you, your policy continues for the period of insurance.

If we pay the full sum insured to you, all cover under your policy stops on the day we pay or otherwise finalise your claim. There is no refund of premium.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

After a common contents claim

If we pay part of, or the full common contents sum insured, the common contents sum insured is automatically reinstated, and cover continues for the period of insurance at no extra cost. You should reassess your common contents sum insured.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

Salvaged building and common contents items

If we replace or compensate you for an item, we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

This page has been left blank intentionally

7

—

How we settle claims – some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that you are not registered for GST; and
- the excess amounts stated are examples only and may be different to your excesses. Refer to your certificate of insurance.

How we settle your claim - examples

Example 1 – Total loss – Building claim

The building has a sum insured of \$950,000. There is a fire that starts from a heater in one of the units. The fire destroys the building and we assess that it is a total loss. In this example, a standard excess of \$1,000 applies.

What you are claiming		Additional information
Building costs	\$900,000	A builder from our supplier network assesses the building as a total loss. We cover loss or damage due to the fire up to the sum insured. As the assessed quote for a member of our supplier network to rebuild the building on a 'new for old' basis is below your sum insured we offer you the option to have your building rebuilt. You accept this offer and we pay this amount direct to our builder.
Removal of debris	\$40,000	Before rebuilding commences it costs \$40,000 to demolish and remove the damaged structure and these costs are reasonable. The most we will pay under the additional cover 'Removal of debris' is 10% of the building sum insured. We pay this in addition to the building sum insured. We pay \$40,000 directly to the builder.
Temporary Accommodation	\$95,000	We pay the unit owners who are residing in their unit as their principal place of residence, temporary accommodation costs for the time it will take to repair or rebuild their units so that they can be lived in again. In this example, the maximum limit of \$95,000 (10% of the building sum insured) is reached. We pay this amount to the unit owners.

Architect's fees	\$18,000	<p>It is necessary to engage an architect to design your replacement building (this is necessary even though you don't intend to change the design of the building or upgrade it). Under the additional cover 'Other repair/rebuilding costs' we will pay up to the sum insured for the building less any amount we have already agreed to pay for accidental loss or damage under any other part of your policy for the same incident. We have already agreed to pay \$900,000 to rebuild the building.</p> <p>There is still \$50,000 of the sum insured available to cover other costs involved with rebuilding. The architect's fees are \$18,000 and we pay this directly to the architect.</p>
Claim so far	\$1,053,000	
Less excess	-\$1,000	In this example, you pay this excess directly to us.
Total claim	\$1,052,000	

Example 2 – Partial loss – Building claim

The building has a sum insured of \$800,000. A leaking pipe in the building causes water damage in one of the units. In this example, the standard excess is \$500 and water damage excess is \$200.

What you are claiming for		Additional information
Cost of repairs to the unit caused by the leaking pipe	\$4,000	A member of our supplier network inspects the damage from the leaking pipe. The assessed quote for our supplier to complete the repair is \$4,000. You accept our offer to repair the damage. We pay these costs to the builder.
Cost to repair the pipes	\$400	A member of our supplier network determines that it will be \$400 to repair the leaking pipe. The most you can claim for repairs to leaking pipes in any one period of insurance under the additional cover 'Exploratory costs to find leaks from pipes and water containers' (see page 59 for details) is \$500.
Claim so far	\$4,400	
Less excess	-\$500	In this example, you pay this to us.
Less water damage excess	-\$200	In this example, you pay this to us.
Total claim	\$3,700	

Example 3 – Voluntary workers cover

You have authorised one of the unit owners to complete some gardening work at the insured address. While gardening, the unit owner slips and seriously injures his back. The injury has resulted in a total disability and they are unable to return back to work to carry out their usual occupation. The unit owner's gross weekly wage is \$1,200. In this example, a standard excess of \$500 applies.

What you are claiming for		Additional information
Loss of wages	\$40,000	The injury has resulted in a total disability to the injured owner and they are unable to return back to work to carry out their usual occupation. The unit owner's gross weekly wage is \$1,200. We pay the owner \$40,000 which is the most we pay under this additional cover for each incident.
Less excess	-\$500	In this example, you pay this amount to us.
Total claim	\$39,500	

Example 4 – Legal Liability

A visitor to a unit in the building was descending down stairs within the common area of the unit complex. The visitor tripped over loose carpeting on the stairs causing them to fall heavily. The visitor has made a claim for compensation against you and it is determined you are liable for the injury. In this example, a standard excess of \$500 applies.

What you are claiming for		Additional information
Total amount of claim	\$14,800	We assess the claim of compensation from the visitor and make this payment directly to them.
Less excess	-\$500	In this example, you pay this amount directly to us.
Total claim	\$14,300	

This page has been left blank intentionally

8

—

Important things to know – our contract with you

In this section, we set out more important information about your contract with us, including information about:

- your premium (including paying your premium and what happens when your premium is late);
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance; and
- what happens with cancellations.

About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply.

The premium will be shown on your certificate of insurance as the total amount payable or as an instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and the building and common contents to calculate the premium.



Refer to the Strata Insurance Additional Information Guide for further information.

Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay the premium by instalments but it costs less to pay annually. If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

Joint policyholders

When you insure the building and/or common contents in the names of more than one person, and all of those people are named insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that joint policyholders each have an interest or ownership in the building and/or common contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance) as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur. Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax

Continued on next page.

credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

What happens with cancellations

Cancellation by you

You can cancel this policy at any time. For each building or common contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building or common contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

Cancellation by us

We can cancel your policy where the law allows us to do so. For each building or common contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building or common contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

9

—

What to do if you have a complaint and other important information

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

How to contact us with a complaint

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 13 11 55

By email: customer.relations@suncorp.com.au

Complaints can usually be resolved on the spot or within **5** business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations Team can assist:

By phone: 1300 264 053

By email: idr@suncorp.com.au

In writing: Suncorp Customer Relations Team, PO Box 14180,
Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By Phone: 1800 931 678

By Email: info@afca.org.au

In writing: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning (02) 9253 5100.

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.


This page has been left blank intentionally

10



Words with special meanings

Some words in this policy have a special meaning. It's important to read this section because it can impact how your policy is interpreted.

 If a word does not have a special meaning then it just has its ordinary meaning.

Accidental loss or damage

means loss or damage that occurs without intent and includes loss or damage from the incidents shown on pages 41 to 52.

Actions or movements of the sea

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea do not include a tsunami or storm surge.

Administration office

means a unit or part of a unit in the building used for your secretarial functions or your caretaking or letting services.

Aquarium

means a large glass tank filled with water in which people keep animals (usually fish) and unlike a fishbowl, is not readily portable.

Building

see See 'What we cover as the building' on page 18 and 'What we do not cover as the building' on page 19.

Business activity

means:

- any activity specifically undertaken for the purposes of earning an income;
- any activity registered as a business and which you are obliged by law to register for GST purposes.

Cannot be lived in

means destroyed or made completely or partially unfit to be lived in. This might include if the utilities are not available or it is not safe to live in.

Cannot be re-leased

means unable to be leased again.

Certificate of insurance

means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details.

Common areas or common property

means the land or areas at the insured address that both you and other people are entitled to use and are not part of any unit (e.g. gardens, driveways, footpaths, walkways, pool areas, tennis courts).

Common contents

See 'What we cover as your common contents' on page 22 and 'What we don't cover as your common contents' on page 22.

Communicable Disease

means:

- Highly Pathogenic Avian Influenza in Humans;
- any Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

Compensation

money you are legally liable to pay as a result of:

- a judgement made against you by a court of law;
- a settlement by us of legal action against you.

It does not include fines, penalties, punitive, aggravated or exemplary damages.

Components (or building component)

means a building element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item (e.g. the roof (sheeting or tiles) is a component, the fire wall within the roof space is another component).

Drone

means an unmanned aircraft that can be remote controlled or fly autonomously for recreational or photographic purposes.

Excess

see page 15.

Fire (including bushfire)

means burning with flames.

Fixed

means permanently attached to the building or permanently anchored in the ground.

Flood

see page 43.

Funds

means money, negotiable instruments, 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 your unit owners or members.

Guest

means any person invited onto the insured address as your guest, a unit owner's guest or a tenant's guest.

Illegal drugs

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to methamphetamine.

Illegal drug precursor

means the starting materials for illegal drug manufacture.

Incident

means a single event, accident or occurrence which you did not intend or expect to happen that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

Insured address

see page 21.

Loss or damage

means physical loss or physical damage, unless specifically stated otherwise in your policy.

Malicious act

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

Managing agent

means a person or other entity appointed in writing and paid by you with delegated functions including the authority to act as an office bearer in terms of any strata, group, body corporate, community title or similar laws that apply to the building.

Office bearer

- any person appointed (including any person appointed at any time in the past or future) by you to act as an office bearer or committee member of yours in terms of any strata, group, body corporate, community title or similar laws;
- any managing agent when acting as an office bearer as described above, when acting in that capacity; and
- any person invited by any person described above, in accordance with their delegated authority to assist in the management of your affairs.

Period of insurance

means when your policy starts to when it ends. It is shown on your certificate of insurance.

Personal transportation vehicle

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or Segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

Planned to demolish

means you planned to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order for the building.

Policy

means your insurance contract. It consists of this PDS and any SPDS we have given you and your latest certificate of insurance.

Rental agreement

means a current and valid written agreement for the insured address between a unit owner (or their agent) and their tenant that:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent);
- is for a fixed term; and
- includes the following minimum requirements – a start and finish date, a minimum duration, the weekly rental amount, the bond that the tenant is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

For the avoidance of doubt, 'rental agreement' does not include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

Resiliency building enhancements

means an alteration or addition to the building designed to improve the building's resilience to incidents. These may include items such as cyclone rated shutters, ember protection options and raising external services around the building (such as air-conditioner units, hot water systems and pool pumps, to alleviate future flooding damage).

Retaining wall

means a wall, which is not part of the building, that holds back or prevents the movement of earth.

Scheme land

the scheme land is the land or parcel at the insured address, identified in your strata, group, body corporate or community titled scheme as recorded by the relevant titles registration procedure in your state or territory.

Scope of works

means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim.

Storm

means a storm, cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

Storm surge

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge does not include actions or movements of the sea.

Strata Insurance Additional Information Guide

see page 8.

Strata, body corporate or community title

means any form of land title which allows for multiple titles to exist in or on a block of land where the common property is held under a single separate title.

Sum insured

see 'The most we will pay for the building' on page 21 and 'The most we will pay for your common contents claims' on page 23.

Tenant

means the person or persons who have been granted the right to occupy a unit in the building under the rental agreement and from whom the unit owner receives rental income. It also includes anyone else who normally lives at the unit with the person or persons who pay rent under the rental agreement.

Unit

means an area (e.g. unit, villa, townhouse or apartment), marked as a lot on the plan for the strata, body corporate or community title scheme, for your land scheme. It does not include common areas.

Unit owner

the registered owner of a lot forming part of a strata, body corporate or community titled building.

Unoccupied and occupied

unoccupied means:

- no-one is eating, sleeping and living at the building;
- the building is not connected to utilities.

occupied means:

- someone is eating, sleeping and living at the building; and
- the building is connected to utilities.

Vermin

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

Voluntary worker

a unit owner, nominee of a unit owner or office bearer who voluntarily does work or performs duties in and around the building and the common areas. A voluntary worker is not an employee or anyone who receives financial reward other than reimbursement for expenses.

Water containers

drains, gutters, baths, sinks, basins, toilets, bidets, tanks, swimming pools, spa baths, hot water systems, dishwashers, washing machines and evaporator trays in refrigeration appliances. A water container is not a shower base or the walls of a shower cubicle.

We, our and us and Suncorp

means AAI Limited ABN 48 005 297 807 trading as Suncorp Insurance.

Weekly rental amount

means the:

- weekly rent payable under the rental agreement;
- weekly rent a tenant would have paid immediately before the insured incident, assessed by a suitably qualified person agreed to by us, if the unit was not tenanted at the time the loss or damage occurred,

less agent's commission and fees.

Wrongful act

means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, libel, slander, omission, breach of warranty or authority or other act wrongfully made, committed, attempted, or allegedly made, committed or attempted by any office bearer in the discharge of his or her duties in that capacity.

You/Your

see page 21.

This page has been left blank intentionally

This page has been left blank intentionally

This page has been left blank intentionally

How to contact us



Call
13 11 55



Claims
13 25 24



Insurance
Fraud Hotline
1300 881 725



Online
suncorp.com.au



Local branch

This insurance is issued by AAI Limited

ABN 48 005 297 807 AFSL 230859, trading as Suncorp Insurance

Various products and services are provided by different entities in the Suncorp Group. The different entities in the Suncorp Group are not responsible for, do not guarantee and are not liable in respect of products or services provided by other entities in the Suncorp Group. Suncorp Bank does not guarantee and is not liable for this product.

This product is not a bank deposit or other bank liability.

27877 25/03/21 A





Supplementary Product Disclosure Statement

This is a Supplementary Product Disclosure Statement (SPDS) issued by AAI Limited ABN 48 005 297 807 AFSL No. 230859, trading as Suncorp Insurance. This SPDS was prepared on 18/05/22.

This SPDS supplements the Suncorp Strata Insurance Product Disclosure Statement (PDS), prepared on 25 November 2020, and must be read together with the PDS that you hold and any other SPDS we may give you for the PDS.

The purpose of this SPDS is to:

- update information about how we will pay claims under the Additional covers 'Motor burnout' and 'Lock replacement (after theft of keys)'; and
- update information about we will settle claims under 'How we settle common contents claims' and add a new section 'For additional covers' to update information about how we will settle claims under those covers.

Changes to the PDS

1. In 'Motor burnout' on page 62, above the heading 'Replacing the whole appliance' add:

Paying you

If you have already had the motor repaired or replaced when you lodge a claim, this means we are not able to repair or replace the motor or arrange for someone to do this and we will pay you the reasonable cost of the repair or replacement of the motor. This also means the second dot point under the heading 'What you must not do' on page 72 does not apply to motor burnout. For the avoidance of doubt, the additional cover 'Emergency repairs' is still applicable to motor burnout.

2. The paragraphs below the heading 'How we settle common contents claims' on page 76 and above the heading 'When we settle a building or common contents claim we will not' on page 77 are deleted and replaced with:

When your claim for loss, theft or damage to your common contents is covered, your common contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged common contents.

Sometimes this is not always possible or practical and this will determine how your common contents claim will be settled.

This will not be possible or practical where:

- there is pre-existing damage to your common contents item(s) or it is unsafe to repair them;
- we do not have a supplier for the lost or damaged items (or we do not have a supplier available in your area);
- the lost or damaged items cannot be itemised or measured (e.g. items that have been completely destroyed);
- there is no expertise available in Australia to repair the item;

- the common contents are low value items; and/or
- replacement(s) for the common contents item(s) are not available readily at a supplier(s) convenient to you.

We will tell you if this is the case and we will settle your claim by paying you, see 'Paying you' below.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your common contents sum insured, you will be paid your sum insured.

Repairing your common contents

We will engage a repairer within our supplier network who is able to complete the repairs to your common contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs.

Replacing your common contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the common contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 77 for what 'new for old' means.

Paying you

We will pay you to settle your claim:

- If you do not accept an offer to repair the common contents item, you will be paid the quoted cost.
- If you do not accept an offer to replace the common contents item, you will be paid the amount of our supplier's assessed quote to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our supplier network.
- If it is not possible or practical for us to repair or replace damaged common contents, we will pay you the amount of your repairer's assessed quote to repair or replace them on a 'new for old' basis.

To work out the amount of the assessed quote we will review the quote(s) provided by our supplier or if it is not possible or practical for us to repair or replace the damaged common contents, the quote(s) you have provided to repair or replace the damaged common contents, and assess those quote(s) to make sure that each quote is appropriate and reasonable for the scope of services or goods. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost assessed to repair or replace the common contents on a 'new for old' basis.

We will pay you by cheque or direct deposit into your bank account, or if available, you can choose to be paid with a voucher, store credit or stored value card.

3. On page 79 above the section titled 'Building claims' insert new section:

For Additional covers

If we pay a claim under an additional cover, we will settle your claim in accordance with that additional cover. For the Additional cover 'Lock replacement (after theft of keys)' (see page 63) we will only settle the claim by paying you. This means that we will not repair or replace or arrange for a service.

If we settle your claim by paying you, we will pay you by cheque or direct deposit into your bank account, or if available, you can choose to be paid with a voucher, store credit or stored value card.

Privacy Statement



Privacy is Important...

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by the privacy law, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

AAI Limited trading as Suncorp Insurance ("Suncorp Insurance"), is the insurer and issuer of your personal insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks
- understand your requirements and provide you with a product or service
- set up, administer and manage our products, services and systems, including the management and administration of underwriting and claims
- assess and investigate any claims you make under one or more of our products
- manage, train and develop our employees and representatives
- manage complaints and disputes, and report to dispute resolution bodies
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.



AAI Limited ABN 48 005 297 807 trading
as Suncorp Insurance. 20671a 05/04/24 A

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the: *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, *Personal Property Securities Act 2009*, *Corporations Act 2001*, *Autonomous Sanctions Act 2011*, *Income Tax Assessment Act 1997*, *Income Tax Assessment Act 1936*, *Tax Administration Act 1953*, *A New Tax System (Goods and Services Tax) Act 1999* and the *Australian Securities and Investments Commission Act 2001* as those laws are amended, and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies)
- any of our Group joint ventures where authorised or required

- customer, product, business or strategic research and development organisations
- data warehouses, strategic learning organisations, data partners, analytic consultants
- social media and other virtual communities and networks where people create, share or exchange information
- publicly available sources of information
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers
 - administration or business management services, consultancy firms, auditors and business management consultants
 - marketing agencies and other marketing service providers
 - claims management service providers
 - print/mail/digital service providers
 - imaging and document management services
- a third party claimant or witnesses in a claim
- accounting or finance professionals and advisers
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder
- the Australian Financial Complaints Authority or any other external dispute resolution body

- other insurers, reinsurers, insurance investigators, claims reference services, Insurance Reference Services, loss assessors, financiers
- legal and any other professional advisers or consultants
- hospitals and medical, health or wellbeing professionals
- debt collection agencies
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.suncorp.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any authorised companies that use the Suncorp insurance brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that

provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in 'Contact Us'.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries, or giving us your marketing preferences you can:

- Visit www.suncorp.com.au/privacy
- Speak to us directly by phoning one of our Sales and Service Consultants on 13 11 55
- Email us at privacyaccessrequests@suncorp.com.au

PROPERTY REPORT

From www.land.vic.gov.au at 11 December 2024 12:44 PM

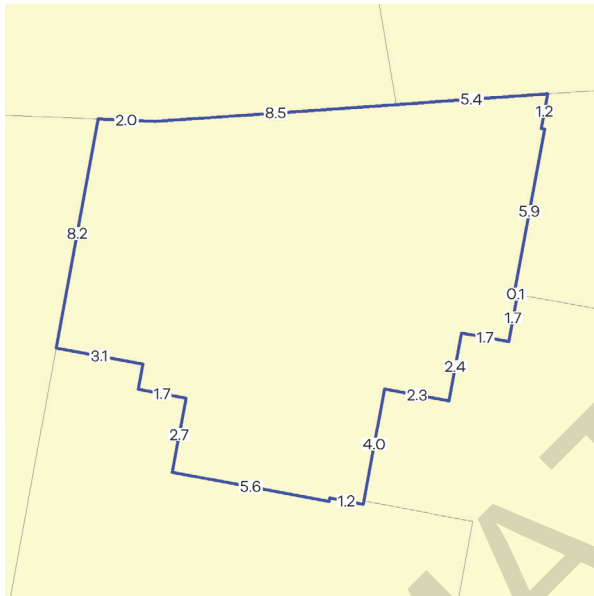
PROPERTY DETAILS

Address: **2/1 LUKE COURT MILL PARK 3082**
Lot and Plan Number: **Lot 2 PS748287**
Standard Parcel Identifier (SPI): **2\PS748287**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **986042**
Directory Reference: **Melway 10 B1**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 174 sq. m

Perimeter: 59 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

4 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

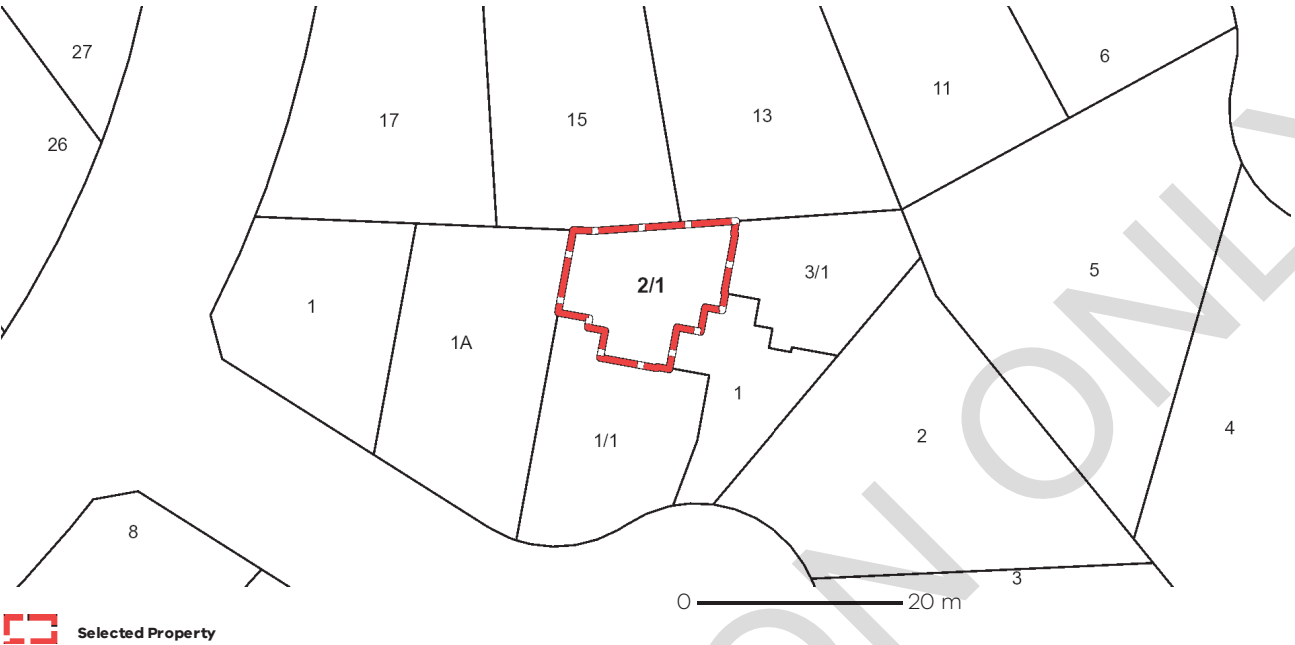
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 11 December 2024 12:44 PM

PROPERTY DETAILS

Address: 2/1 LUKE COURT MILL PARK 3082
Lot and Plan Number: Lot 2 PS748287
Standard Parcel Identifier (SPI): 2\PS748287
Local Government Area (Council): WHITTLESEA
Council Property Number: 986042
Planning Scheme: Whittlesea
Directory Reference: Melway 10 B1

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: Inside drainage boundary
Power Distributor: AUSNET

STATE ELECTORATES

Legislative Council: NORTH-EASTERN METROPOLITAN
Legislative Assembly: MILL PARK

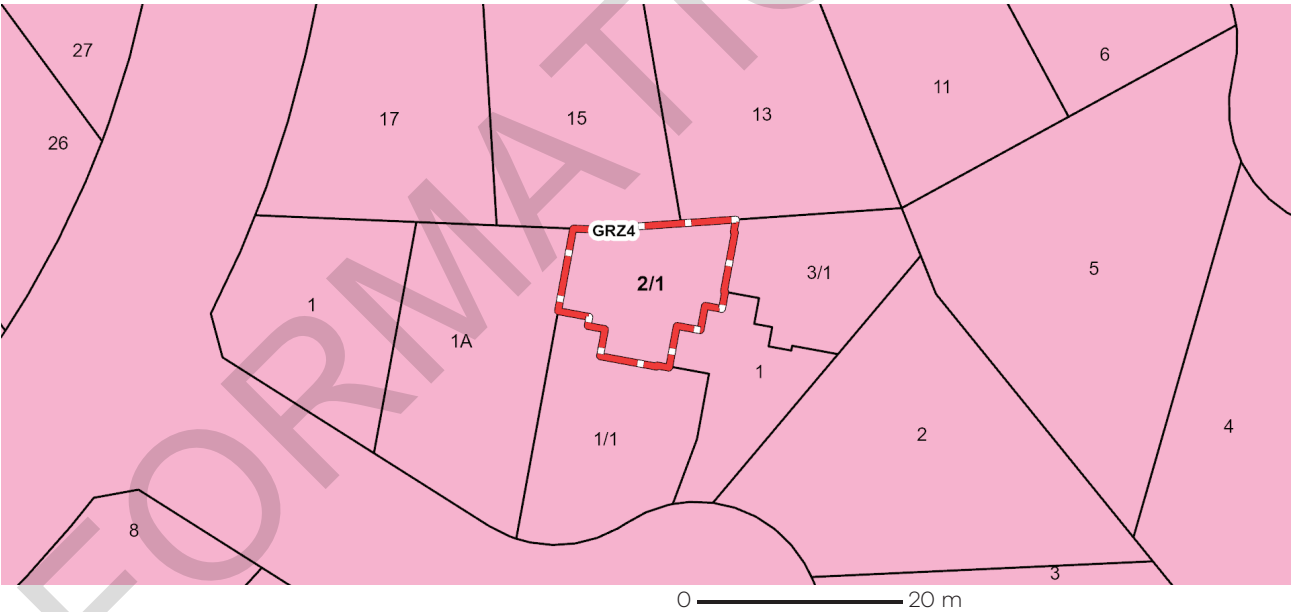
OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)

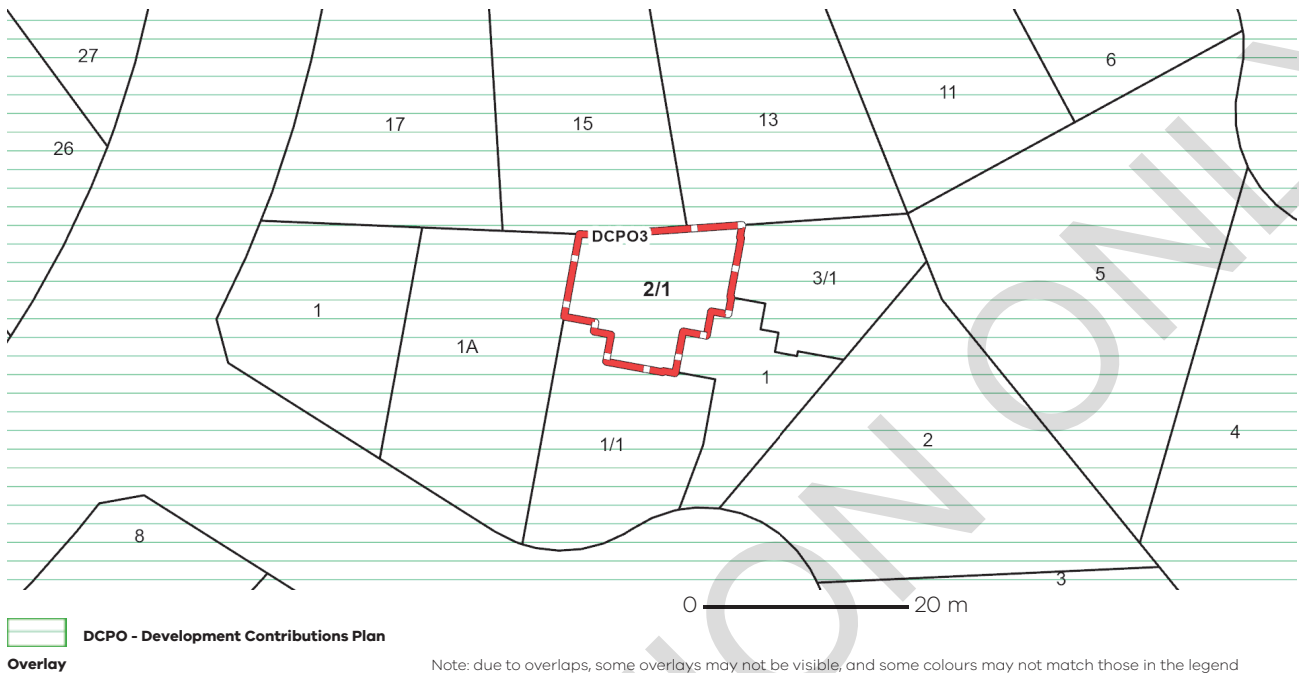


GRZ - General Residential

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



Further Planning Information

Planning scheme data last updated on 4 December 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

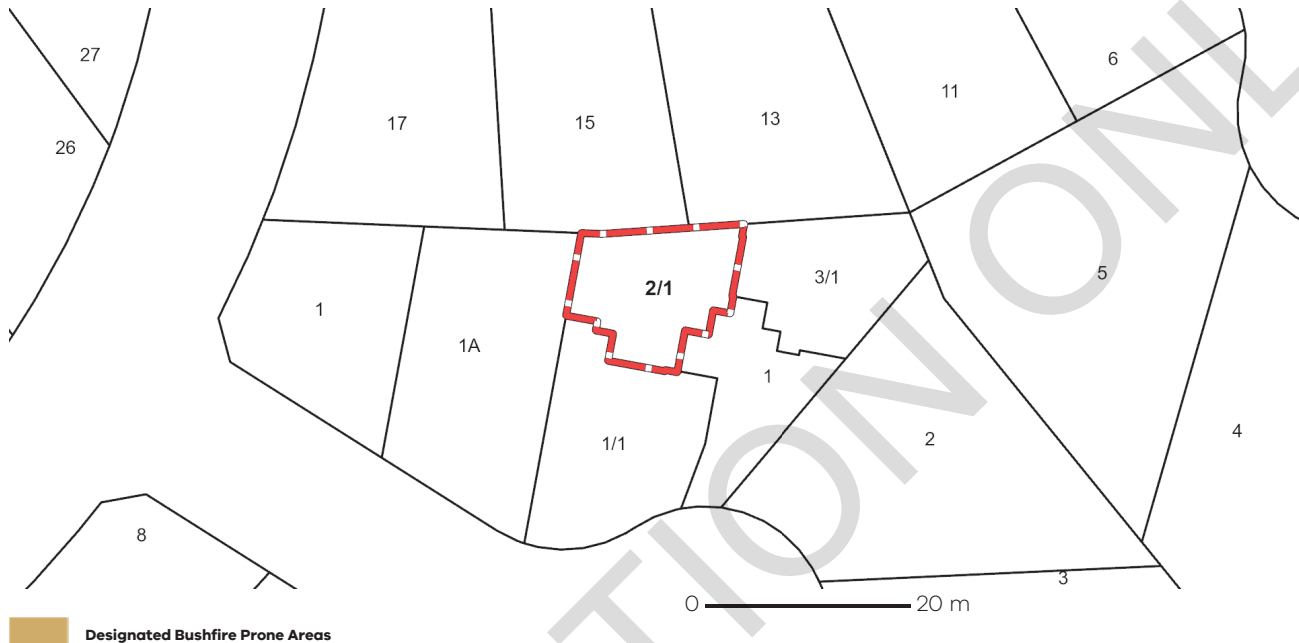
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)