



**sure**

INSURANCE, BUT FAIR.

# **RESIDENTIAL STRATA INSURANCE**

**PRODUCT DISCLOSURE STATEMENT**

Effective 1 August 2021

# WELCOME TO SURE INSURANCE

## YOUR PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) and any Supplementary PDS (SPDS) are important legal documents that contain details of the Sure Residential Strata Insurance *policy*. 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 insurance details particular to *you*.

Words used throughout this PDS which are highlighted in *italics* are each defined in 'Words with special meanings - Definitions' on pages 53 - 58.

The information in this PDS is current at the date of preparation. From time to time, we may update some of the information in the PDS that does not materially or adversely affect *you* without notifying *you*.

*You* can obtain a copy of any updated information by visiting *us* at [www.sure-insurance.com.au](http://www.sure-insurance.com.au) or by telephoning *us* on 1300 392 535. We will give *you* a free electronic copy of any updates if *you* request them.

In some circumstances, the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

**Your Certificate of Insurance states the type of policy *you* have with *us* and the specific details that apply to *your* policy including:**

- the *community titles scheme* and the insured address;
- the period of insurance;
- the *building* sum insured;
- the *common contents* sum insured;
- any optional extras *you* have chosen;
- any specified items and the sum insured that applies to each of them;
- any limits and special conditions that apply to *your policy*;
- the *excess* *you* have chosen and any other excesses that may apply;
- the *premium* *you* need to pay.

When *you* take out a new *policy*, renew a current *policy* or make a change to *your* existing *policy*, we will provide *you* with a Certificate of Insurance. When *you* receive *your* Certificate of Insurance, *you* should check the details to make sure they are correct and contact *us* immediately if they require amending.

We may communicate *with you* electronically via email or SMS using the contact details *you* have provided to *us*.

### Cooling-off period

After this insurance begins or after *you* have renewed *your policy* for a further period of insurance, *you* have 21 days to consider the information in *your* PDS. This is called the 'cooling-off period'.

Provided *you* have not made a claim on the *policy* in the meantime, *you* can cancel *your* insurance within 21 days from the day cover began or was renewed. If *you* do so, we will refund in full any money *you* have paid.

*You* can contact *us* by phone, email or mail to cancel *your* insurance cover within 21 days of the date *your* insurance cover commences (the cooling-off period) and we will refund the *premium* in full unless *you* have made a claim.

*You* are also entitled to cancel *your* insurance cover after the cooling-off period (refer to the 'Cancellations' section for full details).

### Be sure, need help?

If *you* have any questions or need help to make a claim, call *us* on 1300 392 535.

### Who is this product designed for?

This product is designed to provide cover for residential *community titled properties* (commonly referred to as strata title properties).

The policy will provide cover to *buildings* and *common areas* that are the responsibility of the *body corporate* for insurance purposes according to the relevant legislation. *The body corporate* may also choose to cover any *common contents* they own under this policy. It does not provide cover for individual *lot owners contents*.

### Who issues your policy?

All financial services in connection with *your* insurance are provided by *us* on behalf of product issuer *Liberty Mutual Insurance Company, Australia Branch* (ABN 61 086 083 605), trading as Liberty Specialty Markets, a company incorporated under the laws of Massachusetts, USA (the liability of members is limited).

Any general advice provided by Sure Insurance relating to this *policy* is provided under its Australian Financial Services Licence. Please consider *your* financial situation, needs and objectives and read the PDS and FSG before deciding whether to buy this insurance from *us*.

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# SUMMARY OF IMPORTANT INFORMATION

## Your duty of disclosure

Before *you* take out a *policy* of insurance with *us*, *you* have a duty to disclose to *us* everything *you* know, or could reasonably be expected to know, that is relevant to our decision whether to insure *you* or anyone under the *policy* and on what terms.

**Your duty of disclosure includes matters we specifically ask about when *you* apply for, renew or alter *your policy* and any other matters that might affect whether we insure *you* and on what terms.**

**The information *you* tell *us* can affect:**

- the amount of *your premium*; and if we will insure *you*; and
- if any special conditions apply to *your policy*.

***You* do not need to tell *us* anything that:**

- reduces the risk of *you* making a claim; or
- we should already know about because of the business we are in; or
- we tell *you* we do not need to know.

If *you* are unsure whether to tell *us* about a matter, we recommend that *you* do so. If *you* do not tell *us* something that *you* know or should know may be relevant to *our* decision whether to insure *you* or anyone else under the *policy* and on what terms, we may reduce a claim, refuse to pay a claim, cancel *your policy* or, if fraud is involved, treat the *policy* as if it never existed.

## Exclusions for new policies

**We do not insure *you* for any loss and damage caused by bushfire, storm or rainwater runoff (including cyclone), flood (including water runoff) earthquake or tsunami within the first 72 hours of *your policy* commencing unless:**

- *your policy* commenced immediately after another *policy* covering the same property expired; or
- *your policy* was renewed without a break in cover; or
- *you* have just purchased the insured address.

For full details see the general exclusions on pages 36-39.

## Requests from *you*

We will treat a statement, act, omission, claim, request or direction (including to alter or cancel *your policy*) made by any person with legal authority to act on behalf of the *body corporate* as a statement, act, omission, claim, request or direction by the *body corporate*.

## Proof of ownership

We may require some evidence of *your* ownership of lost or damaged items and recommend that *you* store all proofs of ownership and records of the value of any items insured under *your policy* in a safe place so that *you* can refer to them and provide *us* with copies at any time in support of *your* claim.

## Your responsibilities

### You must:

- keep *your building and common contents* well-maintained and in *good condition*. For the meaning of 'good condition' please refer to 'Words with special meanings - Definitions' on pages 53-58;
- maintain locks and alarms in good working condition, especially where we have relied on *your disclosure* or representation that a burglary security system and/or monitored smoke detectors have been installed when deciding whether to accept the risk of providing insurance cover to *you*;
- take all reasonable care to prevent theft, loss or damage to the property insured under *your policy*;
- comply with all the terms and conditions of *your policy*;
- provide honest and complete information whenever *you* make a claim, statement or provide any document to *us*;
- ensure that *your building* complies with all applicable local government and/or statutory requirements at all times.

## Not meeting your responsibilities

If *you do not meet your responsibilities*, we may:

- reduce *your claim*; or
- refuse to pay *your claim*; or
- cancel *your insurance policy*.

## You must contact us when:

- any detail on *your Certificate of Insurance* is no longer accurate, such as the *insured address*;
- *you* start or intend to operate or there is any change to a *business activity* at the *insured address* including:
  - the type of *business activity*; and
  - the physical attendance of customers and/or suppliers at the *insured address*; and
  - the installation of any *business signage*; and
  - the storage of any chemicals.
- *you* commence *building or renovations* at the *insured address*;
- *you* intend to demolish *your building* or have lodged an application to demolish *your building* or a government authority has issued a demolition order for *your building*;
- a trespasser or an unauthorised person commences to occupy *your building*;
- anything else that a reasonable person would regard as increasing the risk of loss, damage or injury occurring at the *insured address*.

## What we will do when you contact us

When *you* contact *us* and tell *us* about any changes to *your policy*, we may decide to impose an additional *excess*, charge an additional *premium* or apply a special condition to *your policy*. In some cases, we may decide to no longer insure *you* and will cancel *your policy*.

## When changing insured address

As Sure Insurance only offers *Residential Strata Title* insurance to policyholders in specific regions of Queensland, *you* will need to arrange alternative insurance if *you* no longer reside in one of those regions.

## Your premium

*Your premium* is the amount *you* are required to pay *us* for the requested insurance cover by the due date, including GST, together with any applicable government charges or levies. The *premium* and due date will be shown on *your Certificate of Insurance*. Where *you* have elected to pay *your premium* monthly, this will also be shown on *your Certificate of Insurance*.

If *you* do not pay *your premium* for *your new policy* or renewal by the date shown on *your Certificate of Insurance* (whether annual or monthly) we will provide *you* a written notice of cancellation of *your policy* as required by law.

If we agree to accept *your* late payment of the insurance *premium*, we will only recommence *your cover* from the date the late payment was received by *us* and *you* will not have any insurance cover from *us* between the original due date for payment of *your premium* until the date we agree to recommence *your cover*.

Please refer to 'About the cost of the product - Your premium' on page 46 of *your policy*.

## Complaints procedure

We aim to provide an excellent service to all our customers. However, we recognise that things can occasionally go wrong. If they do, we will do our best to manage *your complaint* effectively and quickly.

Please contact *us* regarding *your complaint* on 1300 392 535 or [complaints@sure-insurance.com.au](mailto:complaints@sure-insurance.com.au).



# SUMMARY OF IMPORTANT CLAIMS INFORMATION

This summary lists some of the important information *you* should consider when making a claim with *us*. However, there are other things *you* should be aware of when making a claim. For more details see pages 39-42.

## Making a claim

It is important that *you* contact *us* as soon as possible after any loss or damage has occurred. *You* must also take all reasonable steps to prevent any further loss or damage. For more details see pages 39-42.

## Establishing your loss

*You* will be required to prove that an event covered by *your policy* has occurred and the extent of the loss or damage *you* have suffered. For more details see pages 39-42.

## Proof of ownership and value

We may ask *you* for proof of ownership or value of any *building or common contents* in the event of a claim. For more details see pages 39-42.

## How claims are settled

Depending on the circumstances of *your claim* we may decide to repair, replace or rebuild *your building and/ or common contents* as new or pay *you* the reasonable cost to repair, replace or rebuild any building or *common contents* damaged by an insured event.

However, when an item cannot be replaced (such as a painting), we explain how we settle *your claim* on page 42. All *policy* limits and amounts in this Product Disclosure Statement include any compulsory government statutory charges, levies, duties, GST or other applicable taxes.

If we pay a claim, we will reduce the amount we pay to *you* by any Input Tax Credit (ITC) that *you*, or any other person named in the *policy*, is entitled to claim.

# AMOUNTS SHOWN

In some parts of this Product Disclosure Statement, we provide examples to help explain how *your policy* works. In those

examples, the \$ amounts include any government statutory charges, levies, duties, GST or other applicable taxes.

## EXCESS

An *excess* is the amount *you* have to pay when *you* make a claim. Depending on the nature of *your claim*, *you* may be required to pay more than one *excess*.

The *excess* or *excesses* that apply to *your claim* will depend upon the circumstances of the claim. For more details see page 44.

# SUMMARY OF CHOOSING YOUR COVER

*Your Certificate of Insurance* shows the type of cover *you* have chosen.

## We offer the following insurance options:

- *Building insurance* ; or
- *Building insurance and Common Contents.*

## You can also choose a number of optional extras, namely:

- *Fidelity guarantee*
- *Office bearer's liability*
- *Voluntary worker cover*

An additional *premium* will be charged for any (optional) extras we agree to include in *your insurance cover*.

# SUMMARY OF WHAT YOU ARE COVERED FOR - INSURED EVENTS

We will cover you for loss or damage as a result of the following insured events:

## Burglary, theft or attempted burglary or theft

Up to *your* sum insured.  
For more details see page 21.

## Burglary or theft by a tenant or their guest

Up to *your* sum insured.  
For more details see page 21.

## Clean up following death

Up to \$20,000.  
For more details see page 21.

## Contents in the open air

Up to \$5,000.  
For more details see page 21.

## Cyclone, storm and water runoff

Up to *your* sum insured.  
For more details see pages 22.

## Damage by an animal

Up to *your* sum insured.  
For more details see page 22.

## Earthquake or tsunami

Up to *your* sum insured.  
For more details see page 23.

## Escape of water or liquids

Up to *your* sum insured.  
For more details see page 23.

## Exploratory costs of a leak

Up to \$5,000.  
For more details see page 24.

## Explosion

Up to *your* sum insured.  
For more details see page 24.

## Fire (including bushfire)

Up to *your* sum insured.  
For more details see page 24.

## Flood (including water runoff)

Up to *your* sum insured.  
For more details see page 25.

## Garden and plants

Up to \$5,000.  
For more details see page 25.

## Glass

Up to *your* sum insured.  
For more details see page 25.

## Impact

Up to *your* sum insured.  
For more details see page 26.

## Legal Liability

Up to \$20,000,000  
For more details see page 34-35.

## Lightning

Up to *your* sum insured.  
For more details see page 26.

## Loss of rent

Up to 10% of the *building* sum insured.  
For more details see page 27.

## Malicious damage by a tenant or their guest

Up to \$50,000.  
For more details see page 27.

## Malicious damage, intentional damage or damage by vandals

Up to *your* sum insured.  
For more details see page 27.

## Mitigation improvements

Up to \$10,000.  
For more details see page 28.

## Motor burnout

Up to 10 years. Up to \$5,000  
For more details see page 28.

## Removal of debris and rebuilding costs

Up to 25% of *your* sum insured in addition to *your* sum insured.  
For more details see page 28.

## Riot or civil commotion

Up to *your* sum insured.  
For more details see page 29.

## Storm surge

Up to *your* sum insured or up to 10% of *your* sum insured for loss and damage to *common property* paths, driveways, garden, paving, freestanding and *retaining walls*. For more details see page 29.

## Supplementary living expenses

Up to \$10,000.  
For more details see page 30.

## Temporary accommodation

Up to 18 months or 10% of the sum insured.  
For more details see page 30.

## Temporary storage of undamaged common contents

For up to 18 months or 10% of the sum insured.  
For more details see page 30.

# OPTIONAL EXTRAS

## Fidelity guarantee

Up to \$50,000.  
For more details see page 31.

## Office bearer's liability

Up to \$1,000,000.  
For more details see page 31-32.

## Voluntary worker cover

Up to \$40,000.  
For more details see page 33-34.



# WHAT IS INSURED AS BUILDING

If *building* is shown on your Certificate of Insurance, we will cover you for loss or damage to your *building* as a result of an insured event occurring at the *insured address* shown on your Certificate of Insurance and during the period of insurance.

Your *building* means each *building* and the *common property* on the *Community Titles Scheme*, as defined in the *Act* including the following at the *insured address*:

- air conditioners that are not mobile or fixed air conditioning units for a particular *lot*;
- boat jetties and boat pontoons, mooring poles and their attachments and accessories that are located within the boundaries of the *insured address* or where part of their structure begins or terminates on the *insured address*;
- ceiling fans and ceiling exhaust fans;
- coverings fixed to ceilings, walls or floors;
- dishwashers that are housed in a purpose-built cupboard or bench;
- driveways or sealed roads;
- fixed aerials, satellite dishes and masts;
- fixed barbecues;
- fixed clotheslines;
- fixed electrical and gas appliances that are permanently wired or connected to the electricity or gas supply;
- fixed external blinds, shade sails and awnings;
- fixed in-ground pools, saunas, spas, permanently attached hard pool covers, pump motors, filters and any attachments that fit into the filters;
- fixed light fittings;
- fixed solar panels and satellite dishes;
- fixed water tanks;
- garages, car ports, self-contained flats, sheds and fixed outbuildings;
- garden borders, paved driveways, paths and paving;
- insulation;
- lifts, elevators, escalators, travellators, inclinators and hoists;
- pergolas, pagodas, decking and fixed gazebos;
- *retaining walls*;
- service pipes and cables, both above and below the ground, that are located at *your* property and for which *you* are responsible;
- sewerage storage tanks or treatment tanks permanently plumbed into *your building*;
- tennis courts;
- verandas and balconies;
- walls, fences (limits apply) and gates that *you* own or are responsible for.

# WHAT IS NOT INSURED AS BUILDING

The following items are not included or insured as your *building* under this insurance cover:

- anything defined as *common contents*;
- anything defined as *lot owners contents*;
- anything that is not owned by the *body corporate* or legally part of your *building* for *body corporate* insurance purposes;
- fixtures that are owned by a lessee or *tenant* that can be removed by a lessee or *tenant* at the end of a lease or tenancy;
- air conditioners that are not fixed or are attached within a window and are removeable;
- a caravan, motor vehicle, trailer, mobile home, tent, rail carriage, tram, aircraft or watercraft;
- any fixed or temporary dead weight mooring, mushroom mooring or screw in mooring;
- a glasshouse or greenhouse;
- a house under construction;
- an inflatable or portable swimming pool or spa or their accessories;
- any loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks or granular rubber;
- any part of the *building* that is used for any *business* activity not previously agreed to by *us*;
- any part of the *building* that is used for any *business* activity other than one *lot* in your *building* used as an *administration office*;
- any part of the *building* that is used or occupied as a hotel, motel or boarding or guest house;
- curtains, blinds or other internal window coverings;
- temporary wall, floor and ceiling coverings, carpets, rugs, *floating floors*;
- fences, sheds, stables and other structures used for agricultural purposes;
- mobile or fixed air conditioning units for a particular *lot*;
- mobile dishwashers, clothes dryers or other electrical or gas appliances that are not wired or plumbed in;
- lawns (natural or artificial), plants, trees, shrubs and hedges plants, trees, shrubs or hedges that are in the ground (unless covered under additional feature 'Garden and plants'. For more details see page 25);
- the land your *building* is built on;
- temporary *buildings* or structures;
- unfixed *building* materials and uninstalled *building* fittings.

# LIMITS FOR BUILDING COVER

The maximum we will cover you for any one insured event resulting in a claim for *building* damage is the sum insured shown on your Certificate of Insurance unless stated elsewhere in this policy. This includes:

- **Clean up following death**  
up to \$20,000 for any one event.
- **Driveways, paths, paving and sealed roads**  
up to 500 metres and to a maximum of 10% of the *building* sum insured.
- **Exploratory cost of a leak**  
up to \$5,000 insured for any one event.
- **Malicious damage by a tenant or their guest**  
up to \$20,000 per policy term.
- **Motor burnout**  
up to 10 years, up to \$5,000.
- **Removal of debris and rebuilding costs**  
up to 25% of the *building* sum insured for any one event.
- **Temporary accommodation**  
up to 18 months from the date of loss up to a maximum of 10% of the *building* sum insured for any one event.
- **Walls, fencing and gates**  
up to 2,000 metres and to a maximum of 10% of the *building* sum insured.

# BUILDING SUM INSURED

Your *building* sum insured is the amount you choose to cover your *building*.

It is important that you choose a *building* sum insured that is sufficient to cover the likely cost to rebuild your *building* if it is totally destroyed by an insured event such as a fire.

We recommend that when you decide on your *building* sum insured you should consider:

- the likely cost to rebuild your *building* based on the current cost of materials and labour and not rely only on your *building's* market value; and
- any additional costs to rebuild your *building* to comply with current building laws, which may increase the total building costs.

You can ask us to change your *building* sum insured at any time. It remains your responsibility to regularly review your sum insured to make sure it provides the right amount of cover for your *building*.

# WHAT IS INSURED AS COMMON CONTENTS

If *common contents* is shown on your Certificate of Insurance, we will cover you for loss or damage to your *common contents* as a result of an insured event occurring within a *Community Titles Scheme* at the *insured address* shown on your Certificate of Insurance during the period of insurance, including:

- above-ground pools, spas and their pump motors, filters and any attachments that fit into the filters;
- curtains, blinds or other internal window coverings;
- temporary wall, floor and ceiling coverings, carpets, rugs, *floating floors*;
- domestic tools and gardening equipment;
- furniture, antique furniture and furnishings;
- furniture and furnishings, electrical equipment, office equipment in your *administration office*;
- internal blinds, shutters and curtains;
- potted trees, shrubs and plants;
- ride-on mowers and other motorised gardening equipment that does not require registration or compulsory insurance;
- tools and cleaning equipment.



# WHAT IS NOT INSURED AS COMMON CONTENTS

The following items are not insured as *common contents* under this insurance cover:

- anything defined as a *building* in this PDS;
- any fixture or contents owned by a *lot owner* or *tenant* which they could remove if they sold or vacated a *lot*;
- anything that is owned by the *body corporate* or legally part of its *common property* for *body corporate* insurance purposes;
- aircraft, watercraft, outboard motors or any of their spare parts or accessories;
- bullion, nuggets or precious metal;
- cash, smart cards, phone cards, vouchers, money orders, stamps, coupons, travel tickets, gift cards or pre-paid tickets of any kind;
- curtains, blinds or other internal window coverings; owned by a *tenant* or *lot owner*;
- temporary wall, floor and ceiling coverings, carpets, rugs, *floating floors*; owned by a *tenant* or *lot owner*;
- licensed, unlicensed, unregistered or illegally possessed firearms;
- items made from or plated with gold or silver;
- lawns (natural or artificial), trees, plants, shrubs or hedges in the ground;
- loose or compacted soil, gravel, pebbles, rocks or granular rubber;
- motorbikes, trail bikes, mini bikes, quad bikes, trikes, motorized go-karts, motorised golf karts or motorised scooters or their spare parts and accessories;
- motor vehicles, caravans, mobile homes, trailers, tractors or any attached accessories;
- personal effects and valuables designed to be worn or carried by a person such as:
  - clothing, footwear, baggage, handbags, wallets or furs;
  - jewellery and watches;
- pets, domestic animals (including fish) and livestock;
- precious or semi-precious gems;
- shares, securities, bonds or negotiable instruments;
- stock in trade;
- unfixed *building* materials and uninstalled *building* fittings;
- used or applied chemicals, fertilisers and pesticides.

# LIMITS FOR COMMON CONTENTS COVER

The maximum we will pay for any one claim arising from an insured event resulting in a claim for damage to *common contents* unless stated elsewhere in this PDS, is the sum insured shown on your Certificate of Insurance or:

## Antiques, art and curios

up to \$10,000 for each item or set of antiques, paintings, pictures, works of art or curios but not more than \$50,000 for any one event.

## Computer equipment

up to \$10,000 for any one event for all computer equipment, photocopiers, fax machines or medical, dental or health care equipment.

## Computer software

up to \$10,000 for any one event for all legally obtained computer software or electronic game software.

## Contents in the open air

up to \$5,000 for any one event.

## Garden and plants

up to \$5,000 for any one event.

## Removal of debris and rebuilding costs

up to 25% of the *common contents* sum insured for any one event.

## Rugs

up to \$2,000 for each hand-woven carpet or rug but not more than \$10,000 for any one event.

## Temporary accommodation

up to 18 months from the date of loss up to a maximum of 10% of the *common contents* sum insured for any one event.

# WHAT YOU ARE COVERED FOR - INSURED EVENTS

If *building and/or common contents* is shown on your Certificate of Insurance, we will cover you for the following specified events.

## Burglary, theft or attempted theft

**Any loss or damage caused as a result of burglary, theft or attempted theft.**

**But, we will not cover you for any loss or damage to your building or common contents caused by:**

- theft or attempted theft by you, a person who permanently or temporarily resides with a *lot owner*;
- theft or attempted theft by a person who, without the use of violence or force, entered your *building* with a *lot owner's* express or implied consent, including a boarder or a member of their family.

## Burglary or theft by a tenant or their guest

**Any loss or damage caused as a result of burglary or theft by your tenant or their guest.**

**Note: \$2,000 excess applies in addition to your standard excess for a claim for burglary or theft by your tenant or their guest.**

**But, we will not cover you for any loss or damage caused by a tenant or their guest:**

- if you do not have a professionally managed rental agreement, such as the REIQ General Tenancy Agreement;
- to the *building* if you do not have *building cover*, to *common contents* if you do not have *common contents cover*;
- if we have accepted a previous claim for this insured event in relation to the same *tenant* or guest during the same period of insurance.

## Clean up following death

**Any clean up of loss or damage caused as a result of death whether natural, suicide or murder.**

The maximum we will pay for any clean up of loss or damage as a result of death is \$20,000 for any one event.

## Common contents in the open air

If *common contents* is shown on your Certificate of Insurance, we will cover you for loss or damage caused by an insured event while your *common contents* were in the *open air* at the insured address.

**But we will not cover you for any loss or damage to your common contents caused by theft or attempted theft by you, a person who permanently or temporarily resides with you or a lot owner or any tenant or their guest;**

The maximum sum for which we will cover you for *common contents* in the *open air* is \$5,000 for any one event.

## Cyclone, storm and water runoff

**Any loss or damage caused by a cyclone, storm or water runoff.**

**But, we will not cover you for any loss or damage contributed to or caused:**

- by the action or movement of the sea unless the loss or damage was caused by a rise in sea level resulting from a cyclone or other intense storm;
- by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, earth shrinkage or any other earth movement other than loss or damage caused directly by a landslide or subsidence that occurs as a direct result of a storm;
- by a structural or design fault of which you were aware or should have been aware;
- by a storm that occurs within the first 72 hours of this *policy* commencing unless:
  - your *policy* commenced immediately after another *policy* covering the same property expired; or
  - your *policy* expired without a break in cover; or
  - you have just purchased the insured address
- by rain, hail or wind entering your *building* as a result of a defect, structural or design fault, wear and tear or a process of gradual deterioration of which you were aware or should have been aware and did not take any or any adequate steps to repair or replace before the further loss or damage occurred;
- by underground (hydrostatic) water pressure, such as swimming pool movement;

- to a path, driveway, garden, paving, freestanding or *retaining wall*, gate or fence that was not structurally sound or in *good condition* at the time of the loss and of which you were aware or should have been aware and did not take any or any adequate steps to repair or remedy before the further loss or damage occurred;
- to a sea wall;
- to a sporting surface or court;
- to an unsealed path or a driveway constructed from gravel or other loose material.

The maximum we will pay for any loss and damage to paths, driveways, gardens, paving or freestanding or *retaining walls* is 10% of the *building* sum insured for any one event.

## Damage by an animal

**Any loss or damage caused by an animal.**

**But, we will not cover you for any loss or damage caused by:**

- an animal pecking, biting, clawing, scratching, tearing or chewing any part of your *building*, *common contents* or caused by their urine or excrement unless the loss or damage is caused by an animal (other than an insect, vermin or rodent) that becomes accidentally trapped inside your *building* and that does not belong to you, a person who permanently or temporarily resides with you, a *lot owner*, a *tenant* or their guest;
- an insect, vermin or rodent but we will cover the damage they cause if the damage is covered under the following insured events:
  - fire; or
  - escape of liquid.



## Earthquake or tsunami

**Any loss or damage as a result of an earthquake or tsunami.**

**But, we will not cover you for any loss or damage caused:**

- by the action or movement of the sea (neither a storm surge nor a tsunami is considered an action or movement of the sea; for more details see pages 22 and 29);
- by an earthquake or tsunami that occurs within the first 72 hours of this *policy* commencing unless:
  - *your policy* commenced immediately after another *policy* covering the same property expired; or
  - *your policy* expired without a break in cover; or
  - *you* have just purchased the building.
- by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, earth shrinkage or any other earth movement other than loss and damage caused directly by a landslide or subsidence that occurs as a direct result of an earthquake or tsunami;
- by a structural or design fault of which *you* were aware or should have been aware.

## Escape of water or liquid

**Any loss or damage caused by water or any other liquid bursting, leaking, discharging or overflowing from:**

- a water main, water supply pipe or fire hydrant located at or near the *building*;
- a drain, fixed pipe, roof gutter, guttering or rainwater downpipe, drainage or sewage system;

- a fixed bath, sink, basin or toilet in the *building*;
- a fixed heating or cooling system;
- a fixed water or septic tank;
- a pipe or any plumbing apparatus fixed to a pipe;
- a rainwater, hot water, septic or fish tank at the *building*;
- a refrigerator, freezer, dishwasher or washing machine;
- a swimming pool or spa at the *insured address* whether fixed or portable;
- a waterbed in the *building*.

**But, we will not cover you for any loss or damage caused:**

- to or by any broken, worn or aged tiles or grouting affixed to a wall in a bathroom, kitchen or laundry unless the damage was caused by liquid or water leaking from a pipe located within a wall or under a floor that does not form part of a shower wall, floor or base;
- by a *leaking* shower floor, base or cubicle wall, such as through deteriorated grouting and/or cracked tiles;
- by a *leak* or gradual process of deterioration of which *you* were aware or should have been aware and did not take any or any adequate steps to repair or replace before the loss or damage occurred;
- by underground (hydrostatic) water, such as swimming pool movement;
- to repair or renovate any non-urgent water damaged area of *your building* before *you* have provided *us* a reasonable opportunity to inspect the cause of the *leak*;

- by *leaks* that have not caused any permanent damage to *your building* ;
- by *leaks* from agricultural pipes;
- by liquids escaping from a portable container, such as a plant pot, vase, terrarium, fishbowl, beverage container, saucepan, bucket or watering can;
- to a tank, pipe, part of a tank or pipe, a container or waterbed that was the cause of the *leak*;
- to a leaking shower floor, base, glass screen, door or cubicle wall;
- by any liquid escaping from a watering or irrigation system or hose;
- by wear and tear, rust, fading, rising damp, mould, mildew, corrosion, rot or gradual process of deterioration resulting from the escape of any liquid;
- by a gradual process, such as leaking, splashing, dripping or overflowing, over a period of time of which *you* or *the lot owner* were aware or should have been aware and did not take any or any adequate steps to repair or replace before the loss and damage occurred.

## Exploratory costs of a leak

**If *building* is shown on your Certificate of Insurance, we will also pay for any reasonable exploratory costs to locate the source of the *leak* provided that:**

- the source of the *leak* is unknown; and
- the *leak* is causing damage to the *building* or *common contents*.

We will also cover *you* to replace undamaged tiles or other wall or floor materials to match or complement any new materials used for the repairs up to \$5,000 per claim.

## Explosion

**Any loss or damage caused by an explosion.**

**But, we will not cover you for any loss or damage caused:**

- by nuclear or biological devices; or
- to any tank or container that exploded.

## Fire (including bushfire)

**Any loss or damage caused by fire, including bushfire. We will also cover you for the reasonable cost to remove any fire retardant used to extinguish a fire.**

**But, we will not cover you for any loss or damage caused:**

- by a bushfire that occurs within the first 72 hours of the *policy* commencing unless:
  - *your policy* commenced immediately after another *policy* covering the same *insured address* expired; or
  - *your policy* expired without a break in cover; or
  - *you* have just purchased the *insured address* .
- by scorching or heat damage where there has been no identified source of fire ignition;
- by cigarette/cigar marks or scorching;
- to floor coverings from an open fire, combustion heater, pot belly stove or stove;
- by any electrical breakdown or short-circuit but we will pay for any resulting fire damage.

The maximum we will pay for any loss and damage caused by the use of a fire retardant is up to 10% of the sum insured for any one event.

## Flood and water runoff

### Any loss or damage caused by *flood* or *water runoff*.

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

- a lake, river, creek or other natural watercourse regardless of whether it has been altered or modified;
- a reservoir, canal or dam.

*Water runoff* means water that enters *your building* as a result of running off or overflowing from any origin or cause.

### But, we will not cover you for any loss or damage caused:

- by deliberate or malicious damage to or destruction of a reservoir or dam or any looting or rioting following those incidents;
- by a *flood* that occurs within the first 72 hours of this *policy* commencing unless:
  - *your policy* commenced immediately after another *policy* covering the same insured address expired; or
  - *your policy* expired without a break in cover; or
  - you have just purchased the *building*.
- by any underground (hydrostatic) water or pressure;
- to a path, driveway, garden, paving or freestanding or *retaining wall*, gate or fence that was not structurally sound or in *good condition* and which was known by you should have been known by you and was not repaired before the loss or damage occurred and caused or contributed to the loss or damage;

- to sea walls;
- to a sporting surface or court;
- to an unsealed path or driveway constructed from gravel or other loose material.

The maximum we will pay for any loss or damage to a path, driveway, garden, paving or freestanding or *retaining wall*, gate or fence is 10% of the *building* sum insured for any one event.

## Garden and plants

If *home* is shown on your *Certificate of Insurance* and your claim results from an insured event we will pay for the cost to repair or replace trees, shrubs, plants, hedges or garden beds at *your building* that are damaged as a result of the same insured event.

### But, we will not cover you for any loss or damage to lawns, grass or pot plants.

The maximum we will cover you for damage to garden and plants is \$5,000 for any one event.

## Glass

If *building* is shown on your *Certificate of Insurance*, we will pay for the reasonable cost to repair or replace:

- fixed glass that forms part of the *building*, including windows that are accidentally broken; or
- a fixed sink, basin, shower base (not tiled bases), bath or toilet in the *building* that is accidentally broken.

### But, we will not cover you for:

- the cost to repair scratches or cracks that do not extend through the entire thickness of the item;
- any damage caused to glass in a glasshouse or greenhouse;

- the cost to repair or replace tiles or tiled fixtures forming part of the *building*;
- any damage caused to toilet seats;
- any damage caused to glass that forms part of a stove, heater, oven or cook top as a result of the direct application of heat.

If *common contents* is shown on your *Certificate of Insurance*, we will pay for the reasonable cost to repair or replace any glass that is accidentally broken or damaged and that:

- forms part of *your* furniture;
- forms part of a picture, painting, print or mirror designed to be hung from a wall or freestanding;
- forms part of an aquarium.

### But, we will not cover you for:

- the cost to repair scratches or cracks that do not extend through the entire thickness of the item;
- the cost to repair or replace a picture tube or the screen of a television or visual display unit;
- the cost to repair or replace any glass that forms part of a radio or clock, vase, ornament, lamp or photograph frame.

## Impact

Any loss or damage caused to the *building* that results from an impact from:

- a falling tree or branch, including the cost of removing the tree or branch;
- a motor vehicle, caravan or watercraft;
- debris falling from the air, space, an aircraft, rocket, satellite or drone;

- a satellite dish or a television or radio aerial that breaks or collapses.

But, we will not cover you for any loss or damage to the *building* caused:

- by removing fallen trees or branches that have not caused damage to the *building*;
- to a path, paving or underground service by a road vehicle, crane or earthmoving equipment;
- by lopping or felling trees;
- by the roots of trees, plants,
- by the removal of tree stumps or roots still in the ground.

If *common contents* is shown on your *Certificate of Insurance*, we will also cover you for any loss or damage to your *common contents* caused by a ceiling collapse.

But, we will not cover you for any loss or damage caused:

- by a ceiling collapse that you or a reasonable person should have expected but did not take any or took inadequate steps to prevent or avoid before the loss or damage occurred to *your building*.

## Lightning

Any loss or damage caused by lightning, including damage resulting from a power surge following a lightning strike.

But, we will not cover you for any loss or damage:

- caused by a power surge or fluctuation created by *your* electricity provider or by trees or objects falling onto a power line; or
- if there is no evidence that lightning directly caused the loss or damage.



## Loss of rent

### If *building* is shown on your Certificate of Insurance and:

- a tenanted lot becomes unfit to live in as a result of loss or damage covered by an insured event or an optional extra; and
- the *building/ lot* was being let for reward at the time of loss, or you can provide evidence by means of a signed agreement that it would have been leased out,

### we will cover the *lot owner* for any loss of rent during whichever is the shorter of the following periods:

- while the *lot* remains unfit to live in; or
- 12 months.

This benefit is calculated based on the rentable value of the *lot* immediately prior to the occurrence of the loss or damage.

We cover *lot owners* for these benefits in addition to the sum insured for the *building*.

The maximum we will cover the *lot owners* for loss of rent is 10% of the *building* sum insured for any one event.

## Malicious damage by a tenant or their guest

Any loss or damage caused by malicious damage or vandalism by a *tenant* or their guest.

**Note:** \$2,000 excess applies in addition to your standard excess for a claim for malicious damage by a *tenant* or their guest.

### But, we will not cover you for any loss or damage caused:

- by accidental or unintended loss or damage;
- to the *building* if you do not have *building* cover, to *common contents* if you do not have *common contents* cover;

- the cost of cleaning, repairing or restoring the *building* or *common contents* caused by neglect, untidiness, uncleanliness or unhygienic habits of a tenant or their guest, 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 or sinks or baths.
- if you do not have a professionally managed rental agreement in place, such as the REIQ General Tenancy Agreement;
- when we have accepted a previous claim under this cover in relation to the same *tenant* or their guest during the same period of insurance.

The maximum we will cover you for malicious damage by a *tenant* or their guest is \$50,000 in total for any one period of insurance.

## Malicious damage, intentional damage or damage by vandals

Any loss or damage caused by malicious damage, intentional damage or damage by vandals.

### But, we will not cover you for any loss or damage caused:

- by you, a person who permanently or temporarily resides with you, a *lot owner*, a *tenant* or their guest;
- by a person who entered a *lot* with your express or implied consent or that of any person who permanently or temporarily resides in the *building*.

## Mitigation improvements (bushfire, cyclone and flood)

If *building* is shown on your Certificate of Insurance, we will cover you for any reasonable cost to purchase and install mitigation improvements to reduce the risk of bushfire, cyclone or flood damage being caused to your *building*, such as a sprinkler system, gutter guards, window protection, roller door bracing, roof improvements, shed anchoring, flood barriers, flood-resistant doors and windows and anti-backflow valves if all the following conditions apply:

- we have accepted a claim for an insured event that has caused loss or damage that exceeds 80% of your *building* sum insured; and
- we authorise or arrange repairs to your *building*; and
- you have advised us and obtained our agreement to purchase or install the relevant mitigation improvements prior to doing so.

The maximum we will cover you for mitigation improvements is \$10,000 for any one event.

## Motor burnout

If *building* or *common contents* is shown on your Certificate of Insurance and an electric motor burns out or fuses during the period of insurance, we will cover you for the reasonable cost to:

- repair or replace the damaged motor;
- repair or replace the sealed unit in which the electric motor was located, such as a sealed refrigeration or air-conditioning unit;
- re-gas a refrigeration or air-conditioning unit;

- replace switches, capacitors, condensers, bearings and fixed seals that form part of the electric motor.

If we are not able to repair or replace the motor or sealed unit, we will cover you for the reasonable cost of replacing the electric motor or sealed unit with an equivalent and compliant motor or unit.

### But, we will not cover you for:

- any loss and damage caused by the burnout of an electric motor or an electric motor located within a sealed unit if it was more than 10 years old from its date of manufacture;
- any amount recoverable by you under a guarantee or warranty applying to the electric motor or sealed unit;
- any loss and damage to a pump or electric motor forming part of a submersible pump;
- any loss and damage to a radio, television, computer, printed circuit board, electronic component, video, sound or recording system or amplifying or electronic equipment;
- any loss and damage caused to a motor used in connection with a *business* or your occupation;
- the cost to replace an appliance if its electric motor or sealed unit cannot be repaired or replaced.

The maximum we will cover you for mitigation improvements is \$5,000 for any one event.

## Removal of debris and rebuilding costs

If *building* is shown on your Certificate of Insurance and it has been damaged as a result of an insured event or an applicable optional cover event, we will cover you for the reasonable cost of:

- performing a property survey; and
- any design costs to repair *your building*; and
- any related legal work required to repair *your building*; and
- demolition and removal of debris from the *building*, including asbestos; and
- removing mud and debris out of swimming pools and spas including the replacing and storing of water; and
- complying with any applicable government laws or by-laws introduced after the *building* was originally built or altered.

**But, we will not cover you for any costs to comply with any government laws or by-laws that relate to any part of the *building* that was not damaged by the insured event.**

We cover you for these benefits in addition to the sum insured for the *building*. The maximum we will cover you for removal of debris and rebuilding costs for *your building* is 25% of the *building* sum insured for any one event.

**If *common contents* is shown on your Certificate of Insurance and we have accepted a claim for *common contents* damage caused by an insured event or applicable optional cover event, we will also cover you for the cost of removing the damaged *common contents* and any associated and reasonable storage costs for those *common contents*.**

We cover you for the cost of removing and storing *your* damaged *common contents* in addition to the sum insured for *common contents*.

The maximum we will cover you for removal of debris and rebuilding costs

for *your common contents* is 25% of the *common contents* sum insured for any one event.

### Riot or civil commotion

**If *building* or *common contents* is shown on your Certificate of Insurance, we will cover you for any loss or damage caused by a riot or civil commotion.**

**But, we will not cover you for any loss or damage caused:**

- by a *lot owner*, a person who permanently or temporarily resides with a *lot owner*, a *tenant* or their *guest*.
- by any nuclear, ballistic or biological device;
- by any person who entered *your building* with your or a *lot owner's* express or implied consent or that of any person who permanently or temporarily resides in the *building*.

### Storm surge

**If *building* and/or *common contents* is shown on your Certificate of Insurance, we will cover you for any loss or damage caused by a rise in the sea level resulting from a cyclone or other intense storm.**

**But, we will not cover you for any loss or damage caused:**

- by a storm that occurs within the first 72 hours of this *policy* commencing unless:
  - *your policy* commenced immediately after another *policy* covering the same property expired; or
  - *your policy* expired without a break in cover; or
  - you have just purchased the *insured address*.

- by underground (hydrostatic) water or pressure;
- to a path, driveway, garden, paving or freestanding or *retaining wall*, gate or fence that was not in a structurally sound or *good condition* of which you were aware or should have been aware and did not take any or any adequate steps to repair or remedy before the further loss or damage occurred;
- to sea walls;
- to a sporting surface or court;
- to an unsealed path or driveway constructed from gravel or other loose materials.

The maximum we will pay for any loss or damage to a path, driveway, garden, paving or freestanding or *retaining wall* is 10% of the *building* sum insured for any one event.

### Supplementary living expenses

**If *building* and or *common contents* is shown on your Certificate of Insurance and an insured event has resulted in the *building* becoming unliveable, we will cover a *lot owner* for the reasonable increase in *their* normal living expenses that are necessary to maintain *your* standard of living at the date of the insured event.**

We agree to provide this cover only:

- for the reasonable period it takes to make *your building* liveable; or
- until the *lot owner* is permanently relocated.

**But, we will not cover a *lot owner* for any supplementary living expenses that are covered under any additional benefit or optional cover they may have under this *policy*.**

The maximum we will cover you for supplementary living expenses is \$10,000 for any one event.

### Temporary accommodation

**If *building* and or *common contents* is shown on your Certificate of Insurance and are damaged by an insured event and *your building* is unfit to live in as a result of the loss or damage, we will cover the *lot owner* for the reasonable cost of temporary accommodation for the *lot owner* and any person who was permanently residing in the insured address at the date of the insured event:**

- for the reasonable period it takes to replace or repair the *building* or *contents*; or
- the period that the *building* remains unfit to live in up to a maximum of 18 months from the date of the insured event.

We pay this benefit in addition to the sum insured for the *building*.

We will cover the *lot owner* for temporary accommodation for up to 18 months to a maximum of 10% of the total sum insured for any one event.

### Temporary storage of undamaged common contents

**If *common contents* is shown on your Certificate of Insurance and are damaged by an insured event and *your building* is unfit to live in as a result of that insured event, we will cover you for:**

- the reasonable cost to remove and store in a professional storage facility *your common contents* until *your building* is fit to live in; and

- the cost to return *common contents* from storage to *insured address*.

**But, we will not cover you for any loss or damage caused to any *common contents* that are excluded under this *policy*.**

The maximum we will cover *you* for temporary storage of undamaged *common contents* is up to 18 months and to a maximum of 10% of the sum insured for any one event.

## OPTIONAL EXTRAS

### Fidelity guarantee

**If *fidelity guarantee* is shown on your Certificate of Insurance, we will cover you for fraudulent embezzlement, theft, misappropriation or conversion of your *funds* committed during the period of insurance.**

**But we will not cover you for any loss of *funds* caused:**

- by any fraudulent embezzlement, theft, misappropriation or conversion of *funds* committed which occurred prior to the commencement of *your policy*;
- by any fraudulent embezzlement, theft, misappropriation or conversion of *funds* which is not reported to *us* within 6 months of *you* discovering the fraud, theft, misappropriation or conversion;
- by any further fraudulent embezzlement, theft, misappropriation or conversion of *funds* committed after the initial discovery of loss;
- by any claims arising out of losses from fraudulent embezzlement, theft, misappropriation or conversion discovered more than twelve (12) months after the expiry of *your policy* or any renewal thereof;

- by any fraudulent embezzlement, theft, misappropriation or conversion of *funds* unless and until *you* have exhausted all of *your* legal rights and/or entitlements to recover that loss in accordance with any fidelity bond or fund or under any other statutory legislation.

The maximum we will pay for any and all claims in aggregate for a fidelity guarantee claim for any 12-month period of insurance is \$50,000.

### Office bearer's liability

**If *office bearer's liability* is shown on your Certificate of Insurance, we will cover any *office bearer* for their legal liability to pay *compensation* (including legal costs) for their wrongful acts or omissions while acting in their capacity as an *office bearer* and committed during the period of insurance.**

**But we will not cover an *office bearer* for any loss, damage or legal liability caused by:**

- *your* intentional decision not to effect or maintain insurances as required by law;

- any loss, act or omission committed prior to the commencement of *your policy*;
- an act or omission which an *office bearer* was, or should reasonably have been, aware of prior to the commencement of the period of insurance;
- not reporting a *wrongful* act to *us* as soon as reasonably practicable;
- any claim arising from a loss discovered more than six (6) months after the expiry of *your policy* or any renewal thereof;
- any legal costs *you* incur in the defence of any claim prior to indemnity being confirmed by *us*. If the claim is later withdrawn or indemnity is denied *you* must refund any defence costs paid for or advanced to *you* by *us*;
- any deliberate, reckless, malicious or *wrongful* act or omission;
- any dishonest, fraudulent, criminal or malicious act or omission by an *office bearer*;
- publication or utterance of a liable or slander or other defamatory or disparaging material by whatever means;
- any intentional exercise of power by an *office bearer* for a purpose other than for which those powers were conferred by the *body corporate*;
- a conflict of interest of an *office bearer*;
- the acceptance or receipt of any benefit by an *office bearer* to which they were not entitled;
- the receipt of any money or gratuity by an *office bearer* without the consent or authority of the *body corporate*;
- injury, sickness, disease or death of any person;
- damage to property, other than documents which are your property, or entrusted to *you*;
- the destruction or damage of documents such as bearer bonds, coupons, bank notes, cheques, currency notes and negotiable instruments;
- any financial guarantee or warranty provided by an *office bearer*;
- any fine, penalty or claim for aggravated, exemplary or punitive damages;
- *you* against any *office bearer*, or by one office bearer against another *office bearer*;
- any legal action or claim commenced against *you* outside the territorial limits of Australia.

The maximum we will pay for all claims in aggregate for *office bearer's* liability, including legal expenses and compensation, for any 12-month period of insurance is \$1,000,000.

If we pay for or advance *you* payment for legal costs and the claim is later withdrawn or indemnity is denied *you* must refund to *us* any defence costs we have advanced or which have been paid by *us*.

## Voluntary worker cover

If *voluntary worker cover* is shown on your Certificate of Insurance, and a *voluntary worker* is injured or dies while at the *insured address* and while performing approved work on your behalf, we will cover the *voluntary worker* or that person's estate for:

- their death in the sum of \$40,000;
- their total or permanent loss of sight in both eyes in the sum of \$40,000, or \$20,000 for one eye;
- their total and permanent loss of the use of both hands or both feet in the sum of \$40,000, or for one hand and one foot in the sum of \$40,000 or for one hand or one foot in the sum of \$20,000;
- their loss of weekly earnings as a result of not being able to carry out their usual occupation for which they were receiving a wage or salary as follows:
  - for permanent and total disability where the person is unable to carry out any of their usual occupational duties in the sum of \$40,000;
  - for temporary and total disability where the person is unable to carry out any of their usual occupational duties up to \$400.00 a week or 100% of their average net weekly earnings, whichever the lesser, up to a maximum period of 52 weeks;
  - for any partial disability where the person is unable to carry out some, but not all, of their usual occupational duties up to \$100.00 per week or 25% of their average net weekly earnings, whichever the lesser, up to a maximum of 52 weeks.

A person's average weekly earnings are calculated by reference to their average gross weekly wages or salary over the 13-week period prior to the insured event and divided by 13.

**But we will not cover any *voluntary workers* for any loss or damage:**

- caused by the personal injury or death of any of *your* employees or contractors;
- caused by their use of alcohol or illegal drugs;
- caused by any act or omissions which attempts to, or intentionally causes, a self-inflicted injury or death;
- caused by a physical and/or mental illness, hernia, childbirth or pregnancy;
- caused by the worsening of any injury caused or contributed to by the *voluntary worker* not seeking medical treatment from a legally qualified medical practitioner as soon as reasonably possible after the injury;
- caused by the death or physical injury of a *voluntary worker* if their death or injury occurs more than 12 months after the incident that allegedly caused it;
- which is covered by Medicare, the Workers' Compensation and Rehabilitation Act Qld (2003), the Motor Accident Insurance Act Qld (1994), or for which *you* have any legal entitlement to access any government sponsored fund, plan or medical benefit scheme or any other insurance policy which provides cover for the *voluntary worker's* loss or damage, whether *voluntary* or required to be effected by or under any law.

The maximum we will pay for any claim for *voluntary worker* cover is \$40,000 for any one event and \$80,000 in aggregate for all *voluntary worker* claims for any 12-month period of insurance.

## LEGAL LIABILITY

If *building* is shown on your Certificate of Insurance we will cover you, the *lot owner* and anyone who permanently or temporarily resides at the *insured address*, for their legal liability to pay *compensation* for death or bodily injury to another person or for loss or damage to their property resulting from an incident that occurs during the period of insurance.

The incident must occur within the boundaries of the *insured address* shown on your Certificate of Insurance and be directly connected with the ownership of the *building*, *common property* or the land at *your insured address*.

### Legal liability exclusions

**We will not cover your or the *lot owner's* legal liability or the legal liability of anyone who permanently or temporarily resides at the *insured address* if the damage or loss was caused by or resulted from:**

- any general exclusion that applies to this *policy*;
- any part of the *building* that is used for any *business activity* not previously agreed to by us;
- any *business*, committee, club or association that *you*, the *lot owner* or anyone who permanently or temporarily resides at the *insured address*, are associated with;

- any award of exemplary or aggravated or punitive damages or a fine or penalty either ordered or awarded against *you* the *lot owner* or anyone who permanently or temporarily resides with at the *insured address*;
- any contract of employment, workplace agreement, industrial award, enterprise bargaining agreement or determination;
- any criminal or statutory charge, notice, fine or penalty;
- any disease, infection, epidemic, pandemic, virus or any mutation or derivative of any such condition, whether arising directly or indirectly or the threat or perceived threat of any such condition;
- any exposure or potential exposure to asbestos in any form;
- any animal;
- any claim relating to workers' *compensation* or employment practice, including discrimination, equal opportunity and unfair or wrongful dismissal;
- any liability assumed under an oral or written contract or agreement, including a *rental* agreement or *building contract*, unless that legal liability already existed at common law or by legislation in the absence of the contract or agreement;
- any alterations, servicing, repairing or additions made to lifts, elevators, escalators, travellers, inclinators or hoists that *you* own. This includes anything that is part of a lift, elevator, escalator, traveller, inclinator or hoist.



However, this exclusion does not apply to any alterations, servicing, repairing or additions to lifts, elevators, escalators, travellers, inclinators or hoists carried out by a person or company that you employ or contract with and that person or company is qualified to make any alterations, servicing, repairing or additions to lifts, elevators, escalators, travellers, inclinators or hoists;

- death or bodily injury to a *lot owner* or anyone that permanently or temporarily resides at the *insured address*;
- the publication or utterance of a liable or slander or other defamatory or disparaging material by whatever means;
- loss or damage to a landlord's property caused by a *tenant* or anyone who permanently or temporarily resides at the *insured address*;
- loss or damage to any property that is in *your* possession or the possession of anyone who permanently or temporarily resides at the *insured address*;
- a new *building* construction or *building* renovations or addition where the value of the work exceeds 20% of the *building sum* insured or \$250,000, whichever is the lesser, without *our* prior written consent.

- *your* ownership or occupation of any *building* or *lot* other than the *insured address* shown on *your* Certificate of Insurance;
- the use, ownership or control of a vehicle, caravan, trailer, aircraft, model aircraft, bicycle, golf buggy, wheelchair, unless it is a ride-on mower or other garden equipment that does not need to be registered by law;
- the wrongful acts and/or omissions of *your office bearers*, but we will cover *your* legal liability for the death or bodily injury of other people or loss or damage to their property resulting from an incident in connection with *your* building, *common property*, *common areas* or the *insured address*;
- any legal action or legal claims bought against *you*, a *lot owner* or anyone that permanently or temporarily resides at the *insured address* outside the territorial limits of Australia.

The maximum we will cover *you* for legal liability is \$20 million, including legal costs when our nominated legal representatives manage *your* claim.

## GENERAL EXCLUSIONS - WHAT YOU ARE NOT COVERED FOR

**You, the *lot owner* and anyone who permanently or temporarily resides at the *insured address* or is acting with *your* express or implied consent are not covered by any section of this *policy* for any loss, damage or legal liability that is caused or contributed to by, resulting from, arising out of, or in connection with the following events:**

### Action of the sea

Any loss, damage or legal liability caused by the action or movement of the sea.

But, we do cover for loss and damage caused by a *flood*, storm surge or tsunami.

### Asbestos

Any loss, damage or legal liability caused directly or through or in connection with the inhalation of asbestos, asbestos fibres or derivatives of asbestos, including the fear of inhalation of or exposure to asbestos.

### Building renovations, alterations or additions

Any loss, damage or legal liability arising when any *building* renovations, alterations or additions contract value of work exceeds 20% of the *building sum insured* or \$250,000, whichever is the lesser. If *you* would like to arrange legal liability cover where the value of any building renovations or alterations or additions exceed these amounts please contact *us*.

### Business activity

Any loss, damage or legal liability arising when part of the *building* insured is used for any *business activity*, except where a *business activity* has been previously agreed to by *us*.

### Cyber loss

Any loss, damage or legal liability caused or contributed to by *cyber loss* for any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any *data*, including any amount pertaining to the value of such *data*.

### Confiscation

Any loss or damage caused by a government or local authority confiscating, compulsorily acquiring, nationalising or requisitioning *your* property.

### Consequential loss

Any *consequential loss* of any kind unless it is a loss that is stated as covered elsewhere in this PDS.

### Dangerous goods

Any loss, damage or legal liability caused by the unlawful possession or storage of toxic, explosive, flammable, illegal or combustible substances or liquids in or around *your insured address*.

## Defective or faulty design or workmanship

Any loss, damage or legal liability caused by defective or faulty design or workmanship, including any previous damage that has not been repaired.

## Deliberate acts

Any loss, damage or legal liability caused or contributed to by a *communicable* disease or the fear or threat (whether actual or perceived) of a *communicable* disease regardless of any other cause or event.

## Disease or Infection

Any loss, damage or legal liability caused or contributed to by a *communicable* disease or the fear or threat (whether actual or perceived) of a *communicable* disease regardless of any other cause or event.

## Ground movement (erosion and landslide)

Any loss, damage or legal liability caused by erosion, landslide, vibration, subsidence, earth shrinkage or any other earth movement.

But, we will cover any loss and damage from landslides or subsidence that occurs within the first 72 hours of a *flood*, storm or rain *water runoff* where the insured event is covered under *your policy*.

## Hydrostatic pressure

Any loss or damage resulting from the lowering or rising of the water table caused by hydrostatic water pressure.

## Illegal or criminal activity

Any illegal or criminal activity *you*, a *lot owner* or anyone who permanently or temporarily resides at the *insured address* or is acting with *you*, a *lot owner* or anyone who permanently or temporarily resides at the *insured address* express or implied consent is alleged to be involved in.

## Loss not caused by insured event

Any loss, damage or legal liability not directly caused by any insured event or to items that *you*, a *lot owner* or anyone who permanently or temporarily resides at the *insured address* have misplaced.

## Loss of value

Any reduction in market or resale value to *your building* resulting from an insured event, including theft or repairs.

## Maintaining your building

Any loss, damage or legal liability resulting from *your* failure to take reasonable steps to maintain *your building* in good repair and condition to ensure it was watertight, structurally sound, secure and well-maintained.

## Mechanical or electrical breakdown

Any loss or damage caused by mechanical or electrical failure or breakdown or anything that fails to operate properly.

But, we will cover loss or damage to *your building* caused by:

- fire spreading from an electrical fault to other parts of your building;
- lightning;
- motor burnout to the extent it is covered under 'Motor burnout'.

## Medical equipment and aids

Any loss or damage to medical equipment, item or aid that are designed to be either wholly or partially implanted within the body permanently or temporarily.

## Non-compliance with building regulations

Any loss, damage or legal liability if *your building* does not comply with any applicable building laws or regulations, except where those laws or regulations were first introduced after *your building* was originally built or last altered and that *you* were not required to comply with at the time.

## Period of insurance

Any loss, damage or legal liability for any event or *accident* that occurs outside the period of insurance shown on *your* Certificate of Insurance.

## Pests or parasites

Any loss, damage or legal liability caused by vermin, including rats, rabbits, mice, cockroaches, insects, fleas, lice, bedbugs, termites and birds.

But, we will cover any loss and damage resulting from fire caused by vermin.

## Power surge

Any loss, damage or legal liability resulting from a power surge unless the power surge was caused by an insured event.

## Property not owned by you

Any loss, damage or legal liability to property not owned by *you*, a *lot owner* or a person who permanently or temporarily resides at the insured address.

But, we will cover *you* for any loss and damage to property not owned by *you* but for which *you* are legally liable.

## Radioactivity

Any loss, damage or legal liability caused by radioactivity or the use or escape of any nuclear fuel, material or waste.

## Roots and trees

Any loss, damage or legal liability caused by the roots of a tree, plant or shrub.

## Seepage and pollution

Any loss, damage or legal liability caused by seepage, pollution or contamination by any substance no matter how caused, including water seeping or running:

- through the earth;
- down the sides of earth or an earth-fill dam abutting *your building*;
- down the sides or underneath swimming pools or spas causing them to move, change shape, lift or *leak* through their hydrostatic valves;
- against or through a *retaining wall* that causes or contributes to it moving or cracking;
- from agricultural pipes.

## Sporting goods

Any loss, damage or legal liability arising from the use of sporting goods being used professionally or competitively or a musical instrument or a firearm while in use.

## Terrorism or war

Any loss, damage or legal liability caused by an act of *terrorism*, war or other act by a foreign enemy directly or indirectly caused or contributed to by:

- any biological contamination, explosion or pollution;
- any chemical contamination, explosion or pollution;



- any nuclear contamination, explosion or pollution;
- any radioactive contamination, explosion or pollution.

### Tree lopping

Any loss, damage or legal liability caused by a tree being lopped, felled or transplanted by *you* or anyone who permanently or temporarily resides with *you* at the *insured address* or is acting with *your* express or implied consent.

### Unoccupied building

Any loss or damage to or legal liability arising from a *lot* on the *Community Titles Scheme* that has been *unoccupied* for 60 or more consecutive days and *you* did not tell *us* beforehand as shown on *your* certificate of insurance that it would be *unoccupied* for 60 days or longer or when someone stays in the *lot* for less than one night per calendar week over the 60 day period.

## CLAIMS - MAKING A CLAIM

At Sure Insurance, we understand that when things go wrong *you* want to be able to make *your* claim quickly and easily. To help *you*, we have outlined a few simple steps to follow.

**Step 1** - If *you* suffer any loss or damage, make sure everyone is safe. For emergencies, please call 000 or *your local* SES on 132 500. *You* are also required by this PDS to take all reasonable steps to prevent any further loss or damage but only if it is safe to do so.

**Step 2** - Report any theft, burglary, loss of valuables or malicious damage to the police. Please keep a list of any stolen or damaged items and details of the date the incident was reported to the police, the name of the police officer that *you* spoke to, the police station the event

### War

Any loss, damage or legal liability caused either directly or indirectly by war, another act of a foreign enemy, a civil commotion, mutiny, uprising or revolution (whether war is declared or not).  
We also do not cover for riot, looting or civil commotion following these incidents.

### Watercraft

Any loss, damage or legal liability caused by the use or ownership of a watercraft.

### Wear and tear

Any loss, damage or legal liability caused by wear and tear, a gradual process of deterioration, mould, mildew, action of light, atmospheric or climatic conditions, rust, corrosion or wet or dry rot from whatever cause.

was reported to and the police report number.

**Step 3** - Keep evidence of the loss or damage to *your* property. However, do not authorise any repair or replacement unless it is to prevent further loss, damage or liability. If any damaged property is a health or safety hazard, *you* should dispose of it immediately.

**Step 4** - Contact *us* on 1300 392 535. We will ask *you* to describe what has happened and will identify the type of loss, damage or injury that *you* may be able to claim for.

We may choose to appoint a representative of Sure Insurance to assist *you* in the assessment and settlement of *your* claim.

### Your obligations

If an event occurs that may give rise to a claim under *your building or common contents policy*, *you* are required to do all of the following:

- take all reasonable steps to prevent any further loss or damage if it is safe to do so; and
- if a criminal act may have caused the loss or damage, *you* must:
  - contact the police as soon as possible; and
  - report the event to the police and provide *us* with the name of the police officer *you* reported the incident to, the police station *you* reported to and the police report number as soon as possible.
- keep evidence of the loss or damage to *your* property; and
- do not authorise any repair or replacement of any item unless it is to prevent further loss, damage or liability. However, if the damaged property is a health or safety hazard, *you* should dispose of it immediately; and
- tell *us* about the incident and lodge *your* claim as soon as possible; and
- provide proof of ownership, such as receipts, invoices, photographs, valuations, warranties or financial records, if requested by *us*; and
- tell *us* about any possible criminal prosecution or inquest arising from the event; and
- tell *us* if *you* believe there is another insurance *policy* that may also cover the same loss or damage; and
- tell *us* whether *you* are registered for Goods and Services Tax (GST) and entitled to claim an Input Tax Credit (ITC); and
- provide all reasonable assistance requested by *us* or our appointed legal representatives; and
- do not dispose of any damaged items unless we have authorised *you* to do so or if the damaged property is a health or safety hazard; and
- do not admit liability for any event to any person; and
- do not make an offer to or negotiate, pay or settle your claim with any person; and
- do not give *us* any false, or misleading or inaccurate information or documents in support of your claim; and
- authorise *us* to take over the matter and defend or settle any claim in your name; and
- authorise *us* to represent *you* or anyone who permanently or temporarily resides with *you* at the *insured address* at an inquest, official inquiry or court proceedings related to an event covered by *your policy*; and
- reimburse *us* for any reasonable costs we have incurred or paid for your claim if *you* decide to withdraw it or it has been declined for fraud, non-disclosure or misrepresentation.

*You* must also prove *you* have suffered a loss that is covered by *your policy* before we will make any payment.

To enable *your* claim to be assessed quickly, please make sure you keep the following information and documents:

- sales receipts or tax invoices; and
- detailed valuations from an Australian qualified and registered valuer; and
- instruction manuals; and
- guarantee or warranty certificates; and
- catalogues; and
- make, model and serial numbers; and
- photographs or images of the damaged item/s.

We may require you to provide us with additional evidence to substantiate your claim to our reasonable satisfaction and we have minimum proof requirements for the items set out below:

- For claims for lost or damaged paintings, pictures, works of art, sculptures or art, we require:
  - proof of purchase that identifies the item; and

## WHAT WE PAY - SETTling YOUR BUILDING CLAIM

If *your* claim results from an insured event we will pay for any reasonable cost to repair, rebuild or replace *your building* to its' condition when it was either new or last renovated, altered or restored.

- a valuation by a member of the Auctioneers and Valuers Association of Australia.

A statutory declaration alone is not acceptable evidence of proof of ownership or value.

If we decide that you are unable to reasonably substantiate your claim, even if you have provided the minimum proof documents, we may reduce or refuse your claim.

### If you are registered or required to be registered for GST

You must tell us your Australian Business Number (ABN) and the ITC you are entitled to receive for *your premium* and *your claim* each time you make a claim.

If you do not give us this information or provide us with the incorrect ITC, we will not pay any GST liability you incur.

When we pay a claim, *your* GST status will determine the amount we pay you and *your* claim settlement amount will be adjusted to allow for any ITC entitlement. This applies to any amount we pay, including where we advise that an amount will include GST.

If that is not possible, we will pay you a cash sum equivalent to the reasonable cost to repair, rebuild or replace *your building* to its condition when it was either new or last renovated, altered or restored.

The most we will pay for any one *building* claim is the building sum insured plus any applicable additional benefits.

We will repair *your building* up to the nearest archway, doorway or similar entry and exit point.

We will not pay for any undamaged materials in any adjoining rooms or undamaged parts of *your* building.

### Matching materials

We will pay the reasonable cost to match existing *building* materials used in the construction of *your building* when we agree to pay to rebuild or repair *your* building, except when matching materials cannot be found locally in which case we will only pay for the cost of the closest comparable material/s.

## WHAT WE PAY - SETTling YOUR COMMON CONTENTS CLAIM

If *your* claim for loss or damage to *common contents* claim results from an insured event, we will repair or replace *your common contents*.

The most we will pay is the sum insured for *your common contents* plus any additional benefits that may apply.

We will pay for the reasonable costs to replace *your* damaged *common contents* with a new item that is substantially the same if it cannot be repaired for less than the sum insured.

If it is not possible to repair or replace stolen or damaged *common contents* we will pay you either the replacement value or the sum insured for that item, whichever is the lesser.

### Rebuilding at an alternative location

You may choose to have *your building* replaced at another site if it is a total loss.

### Choice of repairer

In consultation with you, we will nominate and engage the repairer or supplier to be used to repair, rebuild or replace *your building*.

### We treat these items differently when we repair or replace them

Carpet - we will pay for the reasonable cost to repair or replace carpet in a room, hallway or passageway where the loss or damage occurred.

Pairs, sets and collections - we will pay for the reasonable cost to replace or repair a particular item that forms part of a *pair*, *set* or *collection*.

## TOTAL LOSS

Your cover under your policy ends if we settle your claim by paying the total sum insured under the policy.

### Your premium after we have paid a total loss

If you paid your premium in full when you purchased your policy, we will refund to you the unused pro-rata portion of the annual premium you have already paid. We will not charge a cancellation fee.

If you pay your premium by monthly instalments, you will not be entitled to any refund of the premium you have paid.

We do not charge a cancellation fee.

### Over-insurance

If you over-insure your building and/or common contents and they are a total loss, we will only pay the reasonable cost to repair, rebuild or replace your building and / or common contents to a condition when they were either new or last renovated, altered or restored.

### Paying your mortgage or credit provider

If we cash settle your building claim and your building is mortgaged or financed to a credit provider or financier named on your Certificate of Insurance you authorise us to pay some or all of the claim amount to the credit provider or financier.

Any payment we make to a credit provider or financier when we cash settle your claim will reduce the amount we are required to pay to you for your claim by an equal amount.

If the sum we pay to your credit provider or financier is less than the sum for which we decide to settle your claim, we will pay you the balance of the claim amount.

## FRAUD

At Sure Insurance, we actively investigate any potentially fraudulent or inflated claim in an effort to ensure that insurance is fair for all of our policyholders. Any claim we regard as being potentially fraudulent or excessively inflated will be investigated and may be reported to the police.

To report any suspected fraud, please call us on 1300 392 535.

## EXCESS

Your excess is the amount you are required to pay to us whenever you make a claim. Your Certificate of Insurance sets out the excess amounts you will need to pay.

### Standard excess

This excess applies to all building and common contents claims unless stated otherwise. You can choose to increase your standard excess from the range we offer. The amount of the standard excess applied to the building can be different to the standard excess applied to the common contents. Your Certificate of Insurance sets out the excess amounts you will need to pay.

### Cyclone excess

This excess applies to all building and common contents claims for any loss or damage caused by a tropical cyclone named and/or identified by the Bureau of Meteorology. You can choose to increase your cyclone excess from the range we offer. Your Certificate of Insurance sets out the excess amounts you will need to pay.

### Escape of water or liquid excess

This excess applies to all building claims for any loss or damage caused by water or any other liquid bursting, leaking, discharging or overflowing from:

- a drain, fixed pipe, roof gutter, guttering or rainwater downpipe, drainage or sewage system;
- a pipe or any plumbing apparatus fixed to a pipe.

You can choose to increase your Escape of water or liquid excess from the range we offer. Your Certificate of Insurance sets out the excess amounts you will need to pay.

### Unoccupancy excess

Where you have told us and we have agreed that a lot will be unoccupied we will apply an unoccupied excess as shown on your Certificate of Insurance for any loss, damage or legal liability to or arising from an unoccupied lot.

Where you have not told us a lot will be unoccupied for less than 60 consecutive days, we will apply an unoccupied excess as shown on your Certificate of Insurance for any loss, damage or legal liability to or arising from an unoccupied lot.

The period of unoccupancy for the purpose of this policy is deemed to commence on the day a building became unoccupied and to end when you or someone nominated by you has occupied the building or lot for at least two consecutive nights.

You may be required by us to prove the occupancy of a building or lot in the event of a claim, which may require you to provide supporting evidence to us, including proof of the use of utilities supplied to that building, such as electricity, gas and internet. We may also request additional evidence of occupancy from you to decide whether an unoccupied premises excess applies.

An unoccupied premises excess is payable in addition to any other excess that may apply to your claim.

## Specific Lot excess

In some circumstances we may apply a per *lot* Special, Imposed, Risk or Peril Excess to an insured event. Your Certificate of Insurance sets out the excess amounts you will need to pay.

## Burglary or theft by a tenant or their guest excess

If you make a claim for burglary or theft by a *tenant* or their guest an additional \$2,000 burglary or theft by a *tenant* or their guest excess applies in addition to your standard excess.

## Malicious damage by a tenant or their guest excess

If you make a claim for malicious damage by a *tenant* or their guest an additional \$2,000 malicious damage by a *tenant* or their guest excess applies in addition to your standard excess.

## When you claim for both building and common contents

If you claim on more than one type of insurance cover for the same incident, you will only have to pay the highest applicable excess. For example, if you have both *building* cover and *common contents* cover and both your *building* and *common contents* are damaged by the same insured event, you will only be required to pay the higher excess except in some circumstances we may apply a per *lot* Special, Imposed, Risk or Peril Excess to a defined or nominated Event.

If we apply a per *lot* Special, Imposed, Risk or Peril Excess, it will be specified in your Certificate of Insurance. Any Special, Imposed, Risk or Peril Excess may apply in the aggregate to each *lot* or *lot* Owner.

## No excess payable

When you make a claim for loss or damage to your *building* and/or *common contents* and the incident covered by your *policy* was caused by a person who did not permanently or temporarily reside at the *insured address*, no excess will be payable by you if you provide us with the name and address of the person responsible for causing the loss or damage or, if applicable, their vehicle registration details.

## How to pay your excess

When you make a claim, we will choose whether to deduct any applicable excess from the amount we pay you or will direct you to pay the excess to us or our nominated repairer or supplier during the management of your claim.

# ABOUT THE COST OF THE PRODUCT - YOUR PREMIUM

Your *premium* is the amount you have to pay to us for your *policy* and includes any compulsory government or statutory

charges, levies, duties, GST and taxes that may apply.

# HOW WE CALCULATE YOUR PREMIUM

There are a number of factors we take into account when determining your insurance *premium*, which include:

- pricing factors; and
- *policy* optional extras; and
- any applicable discount; and
- any fees (including fees attributable to payment of your *premium* by instalments); and
- any statutory charges.

At Sure Insurance, we believe that the cost of insurance should be fair and reasonable, which is why we use a number of reliable indicators to accurately assess your risk and to calculate your *premium*.

The following pricing factors may be taken into account when determining your *premium*:

- the sum insured requested for your *building*;
- the physical address of your *building*;
- the sum requested for your *common contents*;

- the age of your *building*;
- the materials used to construct your *building*;
- the use of your *building*;
- the bushfire risk at the physical address at which your *building* is located;
- the cyclone risk at the physical address at which your *building* is located;
- the flood risk at the physical address at which your *building* is located;
- the security risk at the physical address at which your *building* is located.

## Optional extras

You may add any or all of the nominated optional extras below by paying an additional premium.

- Fidelity guarantee
- Office bearer's liability
- Voluntary worker cover



## Premium discounts

We will automatically calculate any discount to which *you* are entitled based on the information *you* provide to us. We show any discounts we apply on *your* Certificate of Insurance.

We do not apply any discount to any government levy, duty, GST or other statutory charge included in *your* premium.

### You may be eligible for a premium discount in the following circumstances:

- a bushfire mitigation discount; or
- a cyclone mitigation discount; or
- a flood mitigation discount; or
- a security mitigation discount.

Visit [sure-insurance.com.au](http://sure-insurance.com.au) for details of discount rates.

## Monthly instalment payments

To help *you* to manage the annual cost of *your* insurance, *you* can request that we automatically deduct *your* annual premium in monthly instalments from *your* nominated bank account or credit/debit card.

If *you* elect to pay *your* premium by monthly instalments, we may charge a monthly management fee in addition to *your* annual premium and will debit that fee each month as part of *your* regular instalment payment. The total amount payable will be more than if *you* pay *your* premium annually as a single payment.

*Your* Certificate of Insurance shows any additional fees that applies to *your* monthly instalment *policy*.

If *you* are paying *your* premium by instalments, please refer to the Direct Debit Request Service Agreement incorporating *your* direct debit authority, which sets out the terms and conditions applicable to *your* instalment payment arrangement. This can be found on our website at [sure-insurance.com.au](http://sure-insurance.com.au).

If *you* wish to alter, delay or cancel *your* direct debit authority with us, please contact us at least 10 days prior to *your* next debit date. If *you* do not do so, we will not be able to implement *your* instructions until the following month.

## Overdue instalments

*You* are responsible for ensuring *your* account has sufficient cleared funds to pay each direct debit on the day it falls due.

If there are insufficient funds in *your* account on the date we attempt to debit *your* account with *your* monthly premium or *your* financial institution dishonours the debit, we may pass on to *you* any fees or costs we have incurred.

We recommend that *you* tell us immediately if *you* change or close *your* nominated account or if *you* will not have sufficient funds in *your* nominated account available on the day *your* next instalment payment is due.

**If any monthly instalment payment is overdue, we can do one or both of the following:**

- refuse to pay *your* claim if any instalment is more than 14 days overdue;
- cancel *your* policy without notice to *you* in advance if an instalment is more than one month overdue.

## Weekends or public holidays

Any payment from *you* to us that falls due on a weekend or public holiday will be debited the next *business* day.

## Policy renewal

When we decide to renew *your* policy, we will send *you* a Renewal Certificate of Insurance not less than 14 days before the expiry of *your* current policy to enable *you* to check the details that will apply for the new period of insurance.

If *you* do not require any changes to be made to *your* policy cover and *you* pay *your* premium by monthly installments, *you* authorise us to continue to deduct *your* new monthly payments during the new period of insurance.

If *you* do require any changes to be made to *your* policy cover please contact us prior to the expiry of *your* current policy.

# PAYMENTS AND REFUNDS

Any payments or refunds paid by us to *you* will be made via electronic funds transfer to *your* nominated account. We do not issue cheques or make payments in cash.

# CANCELLATIONS

## Cancellation by you

You may cancel *your* insurance cover at any time by contacting us by phone, email or mail.

If you cancel *your* insurance cover with us within the 21- day cooling-off period after *your* cover commences or after you have renewed *your* policy with us and have not made a claim on *your* policy in the meantime, we will refund any premium payment you have made in full.

If you cancel *your* policy with us after the cooling-off period expires, *your* insurance cover will end on the date we received *your* cancellation request unless you inform us otherwise and we agree.

You can discuss the cancellation of *your* policy by calling us on 1300 392 535.

## Cancellation by us

We may cancel *your* insurance cover for any reason we are permitted to do so by law. For example, we may cancel *your* insurance cover if you make a fraudulent claim under *your* policy.

# COMPLAINTS

At Sure Insurance, we will attempt to resolve any complaint or dispute you may have as quickly as possible.

**The steps we set out below are part of our complaint and dispute resolution process, the details of which are available by either:**

## Upon cancellation

**If *your* insurance cover is cancelled after the cooling-off period, we will deduct from any annual premium you have paid:**

- a sum representing the period of time over which *your* insurance cover has been in force; and
- any non-refundable taxes and charges; and
- our cancellation fee

If you pay *your* premium by monthly instalments, you will not be entitled to any refund of *your* premium but we will not charge our cancellation fee.

If we have cancelled *your* insurance cover due to fraud or any other reason permitted by law, we will not pay you any refund.

If *your* refund is less than our cancellation fee, we will not pay you any refund but we will not charge you any additional sum.

- calling us on 1300 392 535; or
- visiting our website at [sure-insurance.com.au](http://sure-insurance.com.au)

## Stage 1 – First review

Talk to us. The first thing you should do is call one of our consultants about your complaint on 1300 392 535.

Our consultant will respond to *your* complaint as soon as possible but will aim to respond within 15 business days of receipt of *your* complaint provided we have all the necessary information we need to complete any investigation required.

If we are unable to respond within 15 business days of receipt of *your* complaint, we will contact you to explain why. More complex complaints may take a longer period of time to resolve. Should we need more information or time to resolve *your* complaint, we will contact you to let you know.

After our first contact, we will keep you informed about the progress of *your* complaint at least every 10 business days during this Stage 1 unless you agree to extend that period.

If our consultant is unable to resolve *your* complaint to *your* satisfaction, they will refer you to or you may request to be referred to our Internal Dispute Resolution Service for an independent internal review of *your* complaint.

## Stage 2 – Internal dispute resolution

**You may request the matter be referred to the Sure Insurance Dispute Resolution Team or you can contact them directly by:**

- calling us on 1300 392 535; or
- emailing us at [complaints@sure-insurance.com.au](mailto:complaints@sure-insurance.com.au); or
- mailing us at Sure Insurance, PO Box 487, Capalaba, QLD, 4157.

Our Internal Dispute Resolution representatives will have the appropriate experience, knowledge and authority to consider and resolve *your* complaint.

They will aim to respond within 15 business days of the complaint being referred to them or if additional time is

required to investigate or resolve *your* complaint, they will discuss with you a reasonable alternative timeframe.

After our first contact during Stage 2, we will keep you informed about the progress of *your* complaint at least every 10 business days during this stage unless you agree to extend that period.

If our decision at Stage 2 does not resolve *your* complaint to *your* satisfaction or if we do not resolve *your* complaint within 30 calendar days of the date we first received your complaint, you may refer *your* complaint to the Australian Financial Complaints Authority (AFCA).

## Stage 3 – External dispute resolution

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers if the complaint is one that falls within AFCA's Terms of Reference.

**You can contact AFCA by visiting, calling or writing to:**

- [www.afca.org.au](http://www.afca.org.au); or
- free call 1800 931 678; or
- email to [info@afca.org.au](mailto:info@afca.org.au); or
- post to GPO Box 3, Melbourne, VIC 3001.

External dispute resolution determinations made by AFCA are binding upon us in accordance with the AFCA Terms of Reference.

If AFCA advises you that the AFCA Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.



# CODE OF PRACTICE

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice (the Code) that we support and adhere to. The Code aims to raise the standards of practice and service within the general insurance industry.

## The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and you;
- to maintain and promote trust and confidence in the general insurance industry;

- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you; and
- to promote continuous improvement of the general insurance industry through education and training.

To obtain a copy of the Code visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or contact us.

# FINANCIAL CLAIMS SCHEME

**The Financial Claims Scheme protects general insurance policyholders from potential loss if a financial institution fails.**

You may be entitled to a payment under the Financial Services Claims Scheme if you meet the eligibility criteria.

If you would like more information about the scheme, please contact:

- [fcs.gov.au](http://fcs.gov.au); or
- 1300 558 849.

# PERSONAL INFORMATION

We value the privacy of the personal information we collect about you.

We collect your personal information directly from you and through others, including those listed in our Privacy Policy, such as our distributors, claim managers and legal service providers.

## How we use your personal information

We and any parties appointed by us will only use your personal information for the purpose it was collected, such as to provide you with assistance or a product or service you requested or to help with your claim.

Your personal information may also be used for other purposes, that are set out in our Privacy Policy.

You may choose to not give us your personal information. However, this may affect our ability to provide you with a product or service, including the management of your claim.

## We may disclose your personal information to:

- our related entities; and

- our service providers, which may include some providers based overseas; and
- other parties as set out in our Privacy Policy.

## Our Privacy Policy

Our Privacy Policy provides information about how we collect, use and disclose your personal information and how you can:

- access your personal information in our records;
- ask us to correct your personal information on our records; and
- complain about any breach of the principles set out in the Privacy Act 1988 (Cth) and how we will deal with your complaint.

## Our Privacy Statement

To obtain a copy of the Sure Privacy Statement, please visit our website at [sure-insurance.com.au](http://sure-insurance.com.au). You can also call us on 1300 392 535 to request a copy.

## WORDS WITH SPECIAL MEANINGS - DEFINITIONS

Term	Definition
<i>the Act</i>	The <i>Body Corporate and Community Management Act (1997) Qld.</i>
<i>administration office</i>	A lot or part of a lot in your <i>building</i> used for your managerial, secretarial, caretaking or letting services.
<i>accident</i>	An event or incident that causes loss or damage that <i>you</i> did not either intend or expect.
<i>accidental damage</i>	Damage caused by an <i>accident</i> .
<i>as new</i>	<i>building</i> : to rebuild or repair your <i>building</i> using the same materials if they are readily available in Australia or using equivalent materials in terms of quality, purpose and specifications if they are not readily available in Australia.  <i>common contents</i> : to replace your <i>common contents</i> with new items if they are readily available in Australia or by items of equivalent quality and price regardless of brand or supplier if they are not readily available in Australia.
<i>body corporate</i>	The legal entity comprised of each owner(s) of a lot at the <i>insured address</i> and created in accordance with <i>the Act</i> .
<i>body corporate manager</i>	The person or entity engaged by <i>you</i> to provide administrative services to <i>you</i> and the executive members of a committee including the authority to act as an <i>Office Bearer</i> .
<i>building</i>	See page 15.
<i>business</i>	Any <i>business</i> , trade, occupation, profession or other activity from which <i>you</i> earn an income but not including: <ul style="list-style-type: none"> <li>■ casual baby-sitting or child-minding;</li> <li>■ a domestic garage sale;</li> <li>■ the residential tenancy of any part of the <i>building</i>.</li> </ul>
<i>business equipment</i>	Computer equipment, including associated hardware and accessories, software (except for custom-written software), furniture and furnishings in a lot.
<i>collection</i>	More than one item that has been bought together or collected as part of an interest or hobby, including <i>collections</i> of coins, stamps, models, toys, badges and wine.
<i>common contents</i>	Any items of real or personal property acquired by the <i>body corporate</i> , other than property that is part of the <i>common property</i> .
<i>common property</i>	Any land that does not form part of a lot on a community titles scheme.
<i>community titles scheme</i>	A Community Management Statement in accordance with section 10 of <i>the Act</i> identifying <i>scheme land</i> which consists of 2 or more lots and <i>common property</i> and which has a <i>body corporate</i> and a single community management statement.

Term	Definition
<i>communicable disease</i>	Any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ul style="list-style-type: none"> <li>■ the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li> <li>■ the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and</li> <li>■ the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.</li> </ul>
<i>compensation</i>	The amount <i>you</i> are legally liable to pay as a result of; <ul style="list-style-type: none"> <li>■ a judgement made against <i>you</i> by a court of law; or</li> <li>■ a settlement by <i>us</i> of any legal action taken against <i>you</i>.</li> </ul>
<i>consequential loss</i>	Any loss or damage or additional expense indirectly resulting from an insured event for which <i>you</i> have been provided cover under your <i>policy</i> , including: <ul style="list-style-type: none"> <li>■ the reduction in value of an item after it has been repaired or replaced;</li> <li>■ when <i>you</i> purchased an extended warranty for an item that was destroyed by an insured event (the cost to replace the item but not a new warranty);</li> <li>■ any loss of income resulting from your inability to work due to an insured event;</li> <li>■ any loss of productivity caused by the loss of or damage to your mobile phone.</li> </ul>
<i>cyber loss</i>	Cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any <i>cyber act</i> or <i>cyber incident</i> .
<i>cyber act</i>	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any <i>computer system</i> .
<i>cyber incident</i>	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <i>computer systems</i> ; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any <i>computer system</i> .

Term	Definition
<i>computer system</i>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
<i>data</i>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <i>computer system</i> .
<i>excess</i>	The amount you are required to pay us whenever you make a claim as shown on the Certificate of Insurance. More than one excess may apply to a claim.
<i>family</i>	Any family member who permanently or temporary resides with you at the insured address and includes your legal or de facto spouse or any member of your family or your spouse's family.
<i>fixed swimming pool</i>	Includes in-ground and above-ground pools that required excavation or the installation of any permanent structure, such as decks, ladders and fences, and all fixed accessories, such as pumps, motors and filters.
<i>floating floor</i>	A floor that does not have to be nailed or glued or otherwise attached to the subfloor.
<i>flood</i>	The covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> <li>■ a lake, river, creek or other natural watercourse regardless of whether it has been altered or modified;</li> <li>■ a reservoir, canal or dam.</li> </ul>
<i>forced entry</i>	Illegal or unauthorised entry into a <i>building</i> on the <i>Community Titles Scheme</i> , including illegally using keys or picking locks. It does not include the entry into your <i>building</i> via an unlocked door, window, skylight or external opening.
<i>fun</i>	Money, negotiable instruments, securities, or other tangible property received by <i>you</i> , or collected on <i>your</i> behalf, which has been or was set aside for the financial management of <i>your</i> affairs. <i>Funds</i> do not include the personal money, negotiable instruments, securities or tangible property of a <i>lot owner</i> or member.

Term	Definition
<i>good condition</i>	Maintaining your <i>building</i> in good repair and condition to ensure they are watertight, structurally sound, secure and well-maintained, including but not limited to: <ul style="list-style-type: none"> <li>■ the repair of all previous damage, including damage caused by <i>flood</i>;</li> <li>■ there are no holes in floors, floorboards, walls, external wall cladding, ceilings, roofs or any other parts of any <i>building</i>;</li> <li>■ there are no broken or boarded up windows;</li> <li>■ the roof does not <i>leak</i> when it rains;</li> <li>■ there are no areas of the roof that have rusted through;</li> <li>■ there are no drains, water pipes or tiled areas that <i>leak</i> or need repairs;</li> <li>■ there is no wood rot, termite or white ant damage to your <i>building</i>;</li> <li>■ your <i>building</i> is not infested with vermin;</li> <li>■ there are no steps, stairs railings, balustrades that are loose, falling down, missing or rusted through;</li> <li>■ there are no gutters, ceilings, flooring or walls that are loose, falling down, missing or rusted through;</li> <li>■ there are no pool fences or gates that are loose, falling down, missing or rusted through;</li> <li>■ there are no squatters or unauthorised persons occupying your <i>building</i>.</li> </ul>
<i>guest</i>	Any person invited onto the <i>insured address</i> as your guest, a <i>lot owner's guest</i> or a tenant's <i>guest</i> for social or entertainment purposes.
<i>insured address</i>	The address or addresses shown on your Certificate of Insurance.
<i>insurer/ product issuer</i>	Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605), trading as Liberty Specialty Markets.
<i>leak</i>	Any liquid that escapes from anything that leaks, bursts, discharges or overflows.
<i>lease agreement</i>	A lease for not less than three months between <i>you</i> and a <i>tenant</i> that gives the <i>tenant</i> the exclusive right to occupy all or part of the <i>building</i> .
<i>Liberty Mutual Insurance Company, Australia Branch</i>	<i>Liberty Mutual Insurance Company, Australia Branch</i> (ABN 61 086 083 605), trading as Liberty Specialty Markets, a company incorporated under the laws of Massachusetts, USA (the liability of members is limited).
<i>lot</i>	A separate and distinct parcel of land marked as a <i>lot</i> on a <i>Community Titles Scheme</i> .
<i>lot owner</i>	The registered owner of a <i>lot</i> on a <i>Community Titles Scheme</i> .
<i>lot owner's fixtures and improvements</i>	Any item or structure for the exclusive use of a <i>lot owner</i> and which is permanently attached to or fixed to the <i>building</i> so as to become legally part of it; including any improvements made to an existing part of the <i>buildings</i> by a <i>lot owner</i> for their exclusive use.  Provided that the <i>lot owner's</i> fixtures and improvements were included in <i>your</i> most recent insurance valuation.

Term	Definition
<i>lot owner's contents</i>	All contents owned by the <i>lot owner</i> or for which they are responsible and are located at the <i>insured address</i> including; <ul style="list-style-type: none"> <li>■ built-in or freestanding appliances such as dishwashers, washing machines and dryers;</li> <li>■ computers, electronic and electrical equipment or garden equipment;</li> <li>■ fixtures, fittings or improvements;</li> <li>■ personal effects, furniture, furnishings, carpets, floor rugs, <i>floating floors</i> or floating floorboards;</li> <li>■ mobile and fixed air-conditioning units servicing a <i>lot</i>.</li> </ul>
<i>managing agent</i>	A person or other entity appointed in writing and paid by <i>you</i> with delegated functions, including the authority to act as an <i>office bearer</i> for <i>you</i> to ensure <i>your</i> compliance with the relevant provisions of <i>the Act</i> .
<i>office bearer</i>	<ul style="list-style-type: none"> <li>■ any person appointed by <i>you</i> to act as an <i>office bearer</i> or committee member in accordance with the provisions of <i>the Act</i> but only when acting in that capacity;</li> <li>■ any person invited by an <i>office bearer</i> and/or a committee member to assist in the management of your affairs.</li> </ul> <p>but does not include a letting agent or any service or other contractor.</p>
<i>open air</i>	Anywhere at the <i>insured address</i> that is not fully enclosed or lockable, such as an uncovered balcony or courtyard.
<i>pair/ set</i>	Contents that together comprise one unit, such as golf clubs, candle holders, dinner sets and ornaments.
<i>paraplegia</i>	Complete paralysis of the lower half of the body, including both legs.
<i>policy</i>	Includes: <ul style="list-style-type: none"> <li>■ <i>your</i> insurance, new <i>business</i> or renewal application; and</li> <li>■ <i>your</i> Certificate of Insurance; and</li> <li>■ this Product Disclosure Statement; and</li> <li>■ any Supplementary Product Disclosure Statement; and</li> <li>■ any applicable Key Facts Sheet.</li> </ul>
<i>premium</i>	The amount <i>you</i> are required to pay <i>us</i> for the requested insurance cover <i>we</i> give <i>you</i> under this <i>policy</i> . It includes any compulsory government statutory charges, levies, duties, GST or other taxes that may apply.
<i>quadriplegia</i>	Complete paralysis of the body from the neck down, including both arms and legs.
<i>renovations</i>	The removal of any part of the roof, floor or external walls of your <i>building</i> or common property for the purpose of performing additions, alterations, repairs or improvements to your <i>building</i> or common property.
<i>rental agreement</i>	A fixed-term <i>lease agreement</i> or periodic tenancy agreement, whether verbal or in writing.

Term	Definition
<i>rented out</i>	When <i>your building</i> is rented out in accordance with a rental agreement.
<i>retaining wall</i>	A wall that is not part of the <i>building</i> on the <i>Community Titles Scheme</i> and which is designed to hold back or retain earth, water or any other substance.
<i>scheme land</i>	The land or parcel at the <i>insured address</i> identified in <i>your</i> <i>Community Titles Scheme</i> .
<i>sporting equipment</i>	Any item or piece of equipment used for sporting, leisure or recreational activities, but does not include: <ul style="list-style-type: none"> <li>■ camping or diving equipment, parachutes, model crafts, hang-gliders, aircraft, motor vehicles, trail bikes, minibikes, motorised go-karts or jet skis;</li> <li>■ any spare part or accessory used with that <i>sporting equipment</i> including a helmet, gloves, boots or goggles.</li> </ul>
<i>stock</i>	Any goods or merchandise that is sold or distributed by <i>you</i> .
<i>temporary structure</i>	Any structure in which <i>you</i> live that is not fixed to the ground and not connected to any external service.
<i>temporary/unfixed swimming pool</i>	A swimming pool that is not a <i>fixed swimming pool</i> , including inflatable or above-ground swimming pools or spas.
<i>tenant</i>	The person(s) named on a <i>rental agreement</i> or who pays rent to reside in the <i>building</i> , including anyone who permanently or temporarily resides with them.
<i>terrorism</i>	Any act or omission by any person or group that includes the use of or threat to use force or violence for any political, religious, ideological, ethnic or similar purpose and/or is intended to induce fear in the public or any section of the public.
<i>tools of trade</i>	Tools or equipment that are normally used for <i>your business</i> , including <i>administration office business</i> equipment.
<i>unoccupied</i>	When no one has lived in <i>your building</i> or a <i>lot</i> on the <i>Community Titles Scheme</i> for more than 60 consecutive days and <i>you</i> did not tell <i>us</i> beforehand, and shown on your certificate of insurance, that it would be <i>unoccupied</i> for 60 days or longer or when someone stays in the house for less than one night per calendar week over the 60-day period. <p>A <i>building</i> or <i>lot</i> will be regarded as being <i>unoccupied</i> if:</p> <ul style="list-style-type: none"> <li>■ no-one is eating, sleeping or living at the <i>building</i> or <i>lot</i>; or</li> <li>■ the <i>building</i> or <i>lot</i> is not connected to any utilities</li> </ul>
<i>uplift rate</i>	The automatic increase to your <i>building</i> or <i>common contents</i> sum insured on renewal of <i>your</i> policy by <i>us</i> .

Term	Definition
<i>voluntary worker</i>	<p>A lot owner, nominee of a lot owner, an office bearer or any other person who performs work and/or duties in and around your building voluntarily without any financial reward, other than reimbursement of their expenses.</p> <p>It does not include an employee, contractor or other person who receives a financial reward or benefit for the performance of their services.</p>
<i>water runoff</i>	Water which enters your building as a result of running off or overflowing from any origin or cause.
<i>wrongful act</i>	Any actual or alleged breach of duty or trust, neglect, error, misstatement, misrepresentation, libel, slander, breach of warranty or authority or other act wrongfully made, committed, attempted, or allegedly made, committed or attempted by an office bearer in the discharge of their duties for you.
<i>we, us</i>	Sure Insurance Pty Ltd (ABN 72 624 109 128, AFSL 506 378)
<i>you, your</i>	<p>Refers to and includes:</p> <ul style="list-style-type: none"> <li>■ the body corporate; or</li> <li>■ the owner's corporation; or</li> <li>■ an association created under a Community Titles Scheme;</li> </ul> <p>which is named as the insured on your Certificate of Insurance and its' ownership and/or insurable interests in accordance with the Act.</p>

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# sure

 **INSURANCE, BUT FAIR.**

## **Contact Us**

For further information  
or assistance contact us on:

[info@sure-insurance.com.au](mailto:info@sure-insurance.com.au)

**1300 392 535**

## **Sure Insurance Pty Ltd**

ABN 72 624 109 128

AFSL 506378

PO Box 487

Capalaba QLD 4157

All financial services in connection with your insurance are provided by Sure Insurance Pty Ltd (ABN 72 624 109 128, AFSL 506 378) on behalf of the product issuer Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605), trading as Liberty Specialty Markets, a company incorporated under the laws of Massachusetts, USA (the liability of members is limited).

Any general advice provided by Sure Insurance relating to this policy is provided under its Australian Financial Services Licence. Please consider your financial situation, needs and objectives and read the PDS and FSG before deciding whether to buy this insurance from us.

RST02/2021

Preparation date 23 June 2021

Effective date 1 August 2021