

# Strata Building Insurance

## Product Disclosure Statement

[ract.com.au](http://ract.com.au) | 13 27 22



INSURANCE

The issuer of this product is RACT Insurance Pty Ltd ABN 96 068 167 804 AFS Licence No 229076.

The Royal Automobile Club of Tasmania Limited ABN 62 009 475 861 acts as an agent for RACT Insurance Pty Ltd, not as your agent.

## **RACT Insurance Pty Ltd**

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This PDS came into effect on 1 September 2021

# Introduction

## Product Disclosure Statement

We are pleased to provide you with this Product Disclosure Statement (PDS), which sets out important information on our RACT Insurance product.

This RACT Insurance product consists of the following:

### **Strata building insurance – page 19**

In order to properly understand the significant features, benefits and limits of the cover available, you need to read the relevant policy sections, which set out the cover we can provide, what you are and are not insured for, any additional benefits and special conditions that apply, and how claims are settled.

If you're about to read this PDS because loss or damage has been caused to your strata building and you haven't already called us, please do so now on 13 27 22 or visit our website at [www.ract.com.au](http://www.ract.com.au). That's the very best way of getting the help you need as quickly as possible.

## Premium and Payments Guide

The Premium and Payments Guide (PPG) is a document containing information about how we calculate your premium, and how we determine excesses and discounts in connection with your policy.

You may obtain a copy of the PPG by contacting us on 13 27 22, visiting your nearest branch or visiting our website at [www.ract.com.au](http://www.ract.com.au).

## Who is this product for?

The cover described in this PDS has been developed to be consistent with the likely needs, objectives and financial situation of customers described in a Target Market Determination that can be found at [www.ract.com.au](http://www.ract.com.au), or by phoning 13 27 22.

This policy is a consumer insurance contract as defined by the Insurance Contract Act 1984.

# Important information about your policy

## Our agreement with you

When we agree to enter into a policy with you, we will issue you with a policy schedule, PPG, this PDS and any Supplementary Product Disclosure Statement (SPDS) we may issue.

Together these documents make up the terms and conditions of your insurance contract. We recommend you read them carefully and store them together in a safe place.

## Authorised representative

The authorised representative (who is appointed by the body corporate) is the main contact in regard to insurance. Only an authorised representative can lodge a claim or request to change or cancel the policy. Any request coming from an authorised representative will be treated as coming from all unit owners.

## Changes to your policy

You must contact us when:

- your contact details change;
- any information on your current schedule is no longer accurate;
- you need to update your sum insured, for example, following completion of strata building renovations;
- your entire strata building will become unoccupied for more than **60 consecutive days**;
- you start to operate or intend to operate a business at the insured address;
- there are any changes to business activity that we have accepted when insuring your strata building, such as changing the type of business, or people start visiting the insured address for the business activity;
- you move out and/or intend to let some or all of your strata building to tenants;
- any part of your strata building is used as a hotel, motel, bed and breakfast, homeshare, boarding or guest house;
- you enter into a crown land agreement.

When you advise us of any of these, or any other changes, and we agree, we will give you written confirmation of our agreement to the changes. We may apply an additional excess, charge additional premium or impose a special condition on your policy. In some cases, we may no longer be able to offer you cover and we will cancel your policy. For full details, see

[Cancelling your policy on page 52.](#)

## Notices

We will give you notice in writing. The notice will be effective if it is delivered to you personally or if it is sent to your address last known to us, including when it is sent to your nominated email address.

When we offer to renew your policy, we will send you a renewal notice at least 14 days before your policy expires. If we decide not to renew your policy, we will advise you of this decision at least 14 days before your policy expires.

## Your responsibilities

You must:

- Answer our questions honestly, accurately and to the best of your knowledge. You have a duty to take reasonable care not to make a misrepresentation to us when we ask you questions before we agree to insure you (and before we agree to renew or vary your policy). If you make a misrepresentation to us and it is made fraudulently we may treat the contract as if it never existed;
- take reasonable steps to prevent loss, damage or legal liability;
- take care of the insured property (including keeping the property in good order and repair and well maintained, see [Page 47](#) for **Definitions**);
- provide honest and complete information for any claim, statement or document supplied to us;
- not behave in a way that is threatening or abusive when engaging with us and our service providers; **and**
- comply with the terms and responsibilities set out in your insurance contract.

If you do not meet your responsibilities we may cancel your contract or reduce the amount we will pay you if you make a claim or both.

# Cooling-off period

You have **21 days** from the commencement of your policy in which you can cancel it. All you need to do is contact us on 13 27 22 or visit your nearest branch. You do not need to give us a reason. Provided you have not made a claim under the policy, we will cancel it and provide you with a full refund of the premium you have paid. You will not be able to make any claim under the policy once you have cancelled it.

# Your sum insured

You need to ensure your sum insured is accurate when you insure your strata building and also each time you renew your policy.

To ensure your sum insured is adequate, it is important to review it regularly, being mindful of:

- age, construction, condition, style, layout, features and outbuildings;
- rebuild costs, professional fees and cost of demolition;
- any building work or renovations recently completed at the insured address;
- any items recently purchased.

If your sum insured is inadequate you may suffer serious financial loss. It is your responsibility to ensure that your sum insured reflects the true replacement value.

You can ask us to change the sum insured at any time, for example, following the completion of any strata building renovations. The sum insured for your strata building should not include the value of the land.

If you are unsure of values, you may choose to use an expert such as a professional valuer or builder, or you can visit our website at [www.ract.com.au](http://www.ract.com.au) where you will find sum insured calculators that may assist you to calculate your sum insured.

# Automatic adjustment of your sum insured at renewal

When your policy is due for renewal, we may increase your strata building sum insured to allow for any increase in building costs and inflationary trends.

The schedule that we provide you at renewal will show the new sum insured. It is your responsibility to ensure that your sum insured reflects the true replacement value.

We will not decrease your sum insured without your instruction.

You do not have to accept the revised sum insured and can ask us to review this at any time.

## Exclusions for new policies

There is no cover for bushfire, tsunami, storm or flood in the first **72 hours** of your policy. Some exceptions apply. For full details, see the insured events of:

**Fire – page 20**

**Earthquake or Tsunami – page 21**

**Storm – page 22**

**Flood – page 23**

## Building work or renovations

If you carry out building work or renovations at the insured address, some limits apply. For full details, see **Legal liability on page 38** and **General exclusions on page 41**.

# Unoccupied strata building

If your entire strata building becomes unoccupied for more than **60 consecutive days**, there is no cover for some insured events **unless** you have told us and we have agreed to cover this, and it is shown on your current schedule.

Unoccupancy can reasonably be regarded as causing or contributing to the loss in respect of these insured events (for example, an unoccupied strata building is at higher risk of malicious damage or burglary).

For these insured events, we will only pay for the part of the loss or damage claimed which you can prove was not caused by the unoccupancy.

For full details, see the insured events of:

**Fire – page 20**

**Escape of liquid – page 24**

**Theft or Burglary – page 25**

**Intentional or Malicious damage – page 25**

**Explosion – page 27.**

# Strata building

Cover	STRATA	PAGE NO
<b>Insured Events</b>		
Fire	✓	20
Lightning	✓	21
Earthquake or Tsunami	✓	21
Storm	✓	22
Flood	✓	23
Escape of liquid	✓	24
Theft or Burglary	✓	25
Intentional or Malicious damage	✓	25
Impact	✓	26
Glass breakage	✓	27
Explosion	✓	27
Riot or Civil commotion	✓	28
<b>Additional cover</b>		
Incidental expenses	✓	29
Safety net	✓	30
Matching and modifying	✓	30
Temporary accommodation	✓	31
Exploratory costs	✓	31
Landlord's contents	✓	32
Common area contents	✓	32
Loss of rent	✓	33
<b>Extra cover</b>		
Office bearer's legal liability	✓	34
Embezzlement of funds	✓	35
Keys and locks	✓	35
Damage caused by a trapped animal	✓	36
Damage caused by emergency services	✓	36
Damage to electric motors	✓	37
<b>Strata building owners legal liability cover</b>		
	✓	38

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# Important information about claims

You must contact us as soon as possible if your strata building has been damaged, or any loss has resulted from an event covered by your policy.

You can call us on 13 27 22 or visit [www.ract.com.au](http://www.ract.com.au) for further information.

When you make a claim you will be asked questions about the incident and we will guide you through the claims process.

We may also arrange for one of our service partners to assist with your claim.

You must also:

- take reasonable steps to prevent further loss or damage (see [Emergency repairs on page 11](#));
- report any intentional or malicious damage, or theft or burglary to the police and ensure you keep details of the report number;
- take reasonable steps to provide proof of ownership;
- provide evidence as to the extent of loss or damage.

For full details on making a claim, see:

[Summary of important claims information on page 16;](#)

[How we settle your strata building claim on page 11.](#)

# Excesses

An excess is the amount you must contribute towards each claim. The excesses we apply are:

- **Standard Excess** – the standard excess shown on your current schedule will apply to all claims.
- **Additional Excess** – may be applied when some aspects of the property or owner to be insured fall outside our normal underwriting guidelines. This excess is in addition to any other excesses applicable on your policy.
- **Earthquake or Tsunami Excess** – this excess is in addition to any other excesses applicable on your policy.

The amount and types of excesses that may apply are shown on your current schedule. You may have to pay more than one excess. The relevant excesses are payable for each claim you make on your policy.

Your excess does not have to be paid at the time of lodging your claim. It will have to be paid before your claim is finalised. We will tell you when your excess is to be paid and how it is to be paid. If you are experiencing financial hardship, please contact us to discuss how we may be able to assist with respect to the payment of excess. This could include the deduction of the amount of the excess from the amount to be paid under the claim, or we can arrange a payment plan for you.

For full details on excesses, please see the PPG. You may request a copy of the PPG by contacting us on 13 27 22, visiting your nearest branch or visiting our website at [www.ract.com.au](http://www.ract.com.au).

# How we settle your strata building claim

When your strata building has been damaged and we agree it is covered by your policy, at our option we will:

- repair your strata building;
- rebuild your strata building; **or**
- pay you a cash settlement to repair or rebuild your strata building.

If we repair (or pay you a cash settlement to repair), we will at our option do so on a 'new for old' basis or to a similar condition to what your strata building was in before the loss or damage occurred.

If we rebuild (or pay you a cash settlement to rebuild), we will do so on a 'new for old' basis.

We will choose the repairer or builder.

If we agree to pay you a cash settlement at your request (and we would otherwise opt to repair or rebuild) we will pay you what it would cost us to repair or rebuild the damage to your strata building which is covered by your policy.

If we pay you a cash settlement at our option we will pay you what it will reasonably cost you to repair or rebuild the damage to your strata building which is covered by your policy.

We will only repair or rebuild the parts that are damaged in the incident covered by your policy. You cannot claim to replace undamaged parts of your strata building except where we pay for **Matching materials** (see [page 30](#)).

When we repair or rebuild your strata building, we may also pay to match materials and modify your strata building to fit replacement fixtures. For full details see [Matching and modifying on page 30](#).

## **Repair or rebuild alternatives you choose**

If we agree to repair or rebuild your strata building, you may repair or rebuild your strata building in any way you like, including changing the materials, plan, specifications or size, but if you decide to do this, we will not pay any additional costs resulting from making these changes.

## **Emergency repairs**

You must not carry out or have any repair work carried out without our prior authorisation, **unless** they are emergency repairs that are reasonably necessary to prevent further loss and you cannot contact us to seek our authorisation. If we agree to pay your claim, we will pay for these repairs, provided you retain all receipts.

## Carpets or other floor coverings, internal curtains and blinds

We only repair or replace the carpet or other floor coverings, internal curtains and blinds in the same room, combined area or open plan area of your strata building where the loss or damage occurred, we don't pay for any adjoining rooms or areas, or your entire strata building, **except** where we pay for **Matching materials** (see [page 30](#)).

What we mean by Same room, Combined area and Open plan area;

### Same room

A room is an area starting and finishing at:

- its nearest walls;
- nearest doorway, archway or similar opening;
- a change in the floor or wall covering.

An archway or similar opening separates a room **unless** it is a combined lounge-dining room.

### Combined area

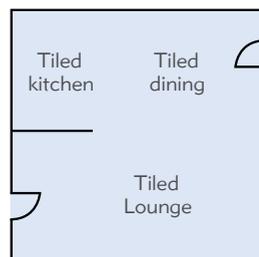
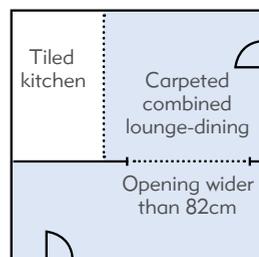
Combined areas have a shared doorway, archway or similar opening when:

- they are a combined lounge and dining area; **and**
- they share a doorway, archway or similar opening that is wider than 82cm; **and**
- the floor or wall covering is the same in both areas.

### Open plan area

One continuous area where there is no wall, doorway, archway or similar opening until:

- there is a change in the floor or wall covering;
- the nearest wall, doorway, archway or similar opening.



## **'New for old' means:**

- we pay to repair, rebuild or replace your strata building using items and materials available from Australian suppliers that are compliant with current building regulations at the time we settle your claim.
- we pay to repair or rebuild 'new for old' regardless of age, with no allowance for depreciation.
- we pay to repair or replace to the same type, standard and specification as when new. If the same is not available, it means of a similar type, standard and specification (but not brand) as when new. We may replace with a different brand.

## **'New for old' does not:**

- include the extra cost of replacing or purchasing an extended warranty on any item.
- mean a better type, standard or specification or quality than when new.

## **We will not:**

- pay more than your sum insured for your strata building or any lower policy limit that applies.
- pay extra to repair, rebuild or replace your strata building to a better standard, specification or quality **except** as stated in the meaning of 'new for old'.

## **Defects**

### **If damage is caused to your strata building from a known defect or fault**

We do not pay for loss or damage to your strata building caused by a defect or fault that you knew about (or should reasonably have known about) and did not fix before the damage occurred.

### **If damage is caused to your strata building from an unknown defect or fault**

When your strata building has been damaged (and the damage is covered by your policy) and a defect or fault that you did not know about (or should not reasonably have known about) was the cause, or part of the cause, we will pay for the resulting damage. If the unknown defective part of your strata building is also damaged by the same incident, we repair or rebuild this damaged part as well.

### **We do not repair or rebuild defects or faults**

When your strata building has been damaged (and the damage is covered by your policy), we do not cover costs to repair or rebuild defects or faults to the damaged parts of your strata building that you knew about (or should reasonably have known about). We will only pay you what it would have cost us to fix the damage covered by your policy or if we agree, you can pay us the extra amount it costs to repair or rebuild the defect or fault to your strata building.

## Defects (continued)

### **If undamaged defective or faulty parts of your strata building stop us from repairing or rebuilding your strata building**

If undamaged defective or faulty parts of your strata building stop us from repairing or rebuilding your strata building when your strata building has been damaged, (and the damage is covered by your policy) we will only pay what it would have cost to repair or rebuild the damage had your strata building not been defective or faulty.

### **For known defects or faults**

Once you become aware of a defect or fault to your strata building, you must rectify it as soon as practicable because there is no cover for loss or damage caused by or contributed to by that defect.

## **We may make additional cover available to you**

Before accepting your claim for an insured event, we may make Additional cover available to you. If we do this, it does not mean that your claim has or will be accepted. If we later do not accept or deny your claim, then we may recover these costs from you. For full details see **Additional cover** for strata building on [page 29](#).

# Repair guarantee

This guarantee applies whilst you own your strata building.

When we repair your strata building, we guarantee the quality of materials and workmanship of repairs where we have authorised, arranged and paid the repairer directly for the repairs for the guarantee period.

We will rectify any defect arising from the repair where we have authorised, arranged and paid the repairer directly for the repair, but only if we consider the defective repair was caused by faulty or incorrect materials or poor quality workmanship. It is a condition of our guarantee that we decide who will undertake the rectification work.

Where we are satisfied that the repair requires rectification and because of that you need temporary accommodation over and above what we would provide to you in your policy, then we will arrange this for you and cover the reasonable costs of that accommodation.

This guarantee does not apply to:

- loss, damage or failure of any electrical or mechanical appliances or machines;
- wear and tear consistent with normal gradual deterioration of your strata building, such as paint fading;
- repairs you authorise or make yourself;
- subsequent alterations, modifications or renovations you authorise or make yourself to the materials and workmanship authorised, arranged and paid for by us, following a claim we agree is covered by your policy;
- a failure to maintain or take reasonable care of any item repaired in your strata building.

## **Refrigerators, freezers, dishwashers, air-conditioners, washing machines and dryers with less than a 3-star energy rating**



This applies to strata building and landlord's contents and common area contents.

New for old means replacing with the nearest equivalent (this may mean a different brand) with a minimum 3-star energy rating if this is available.

# Summary of important claims information

## Co-operation

Any benefits we give you under the policy depend on you or any other person covered by the policy giving us any information and help that we require, including attending court to give evidence.

You or any other person covered by the policy must tell us if any part of your claim is also covered by another insurance policy.

You must be truthful accurate and frank in any statements you make in connection with a claim or your policy.

You or any other person covered by the policy must assist us even if we have already paid a claim, as we may attempt to recover from a third party who caused you to suffer the loss or damage. We may also want to defend you if it is alleged that you caused someone else loss or damage.

If you or any other person covered by any policy receive any letters, notices or court documents relating to any incident that has or might result in a claim, you must send these to us as soon as reasonably practicable. This is because important time limits often apply to these documents and in particular court documents.

If you fail to fully co-operate with us regarding any part of the claim process, including co-operating with our assessors and investigators or you fail to comply with the terms of your policy we may cancel your policy. We may also refuse to pay your claim (or part of you claim) or be entitled to recover any amounts paid under the claim if your failure caused or contributed to the loss claimed or our ability to seek recovery from another party (our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the failure contributed).

## Admissions

You or any other person covered by your policy must not make admissions, settle, attempt to settle or defend any claims without our consent. We have the sole right to make admissions, to settle any claims against and to defend you or any other person covered by your policy in any proceedings.

## Establish your loss

When making a claim you must be able to establish that your loss or damage is covered by your policy. You must substantiate what has suffered a loss, been stolen, or damaged. (including providing proof of ownership except where you have suffered a total loss and you are unable to provide proof of ownership for the relevant insured property because it was lost in or damaged by the insured event, and your ownership is clear, in which case we will not require proof of ownership).

If you are unable to establish that your loss or damage is covered by your policy, we may not pay your claim.

To assist with this, we suggest you keep items such as receipts or valuations, as well as model and serial numbers, original operating manuals and photographs.

## Assessing your claim

Before we make a decision about your claim, we may assess the loss or damage to your property and investigate the circumstances of the claim. If we require it, you must make your property available to us for inspection.

## Damaged or recovered property

If we settle a claim, any damaged or recovered items that we have replaced or paid you for become our property. This includes any stolen items that are later recovered. You must notify us if you become aware that any items have been recovered.

If we agree that you can keep an item, we may determine a salvage value and deduct that value from any settlement we make to you. The item will then remain your property.

You must not dispose of any damaged property without talking to us first.

## If we decline a claim

If we decline a claim you have lodged, we will provide reasons for our decision and provide you with details of our complaints process. For full details, see [How we resolve complaints on page 53](#).

If you have any questions or require information about your claim (including a transaction confirmation) you can call us on 13 27 22

# Payment of sum insured

**If we pay the full sum insured for your strata building,** your policy comes to an end and no refund of premium is due. If you are paying by direct debit, any outstanding premium is deducted from your claim settlement.

The amount we pay will be less any applicable salvage value of damaged or recovered items that we agree you can retain, as well as any excesses and unpaid premium.

If we pay the full sum insured for your strata building, we may pay a mortgagee or legal owner of your insured property any amounts owed to them prior to paying any balance of the claim to you.

If an individual unit is deemed to be a total loss, we may pay the mortgagee or legal owner of the individual unit any amounts owed to them prior to paying any balance remaining to you.

When we make a payment to a mortgagee or legal owner, then the payment discharges our obligation to you under your policy to the extent of that payment.

# Strata building insurance

## What we cover as your strata building

Your strata building means the residential building(s) that you own or are legally responsible for, and includes outbuildings, fixtures, structural improvements, and any common property, used primarily for domestic purposes at the insured address shown on your current schedule.

## What we do not cover as your strata building

- a new strata building being built;
- carpets (installed or uninstalled) or floor rugs;
- vehicles, caravans, trailers, mobile homes, tents, rail and tram carriages, aircraft or watercraft;
- mobile dishwashers or dishwashers not inbuilt in a cupboard or underbench;
- non-permanent swimming pools and spas and their accessories that are capable of being moved from the insured address;
- any of your contents that would be covered under a contents policy;
- any part of your strata building used as a hotel, motel, bed and breakfast, homeshare, boarding or guest house **unless** you have told us and we have agreed to cover this and it is shown on your current schedule;
- any part of your strata building used for any business, trade or profession, **unless** you have told us and we have agreed to cover this and it is shown on your current schedule;
- dams or waterholes;
- unfixed building materials and uninstalled fixtures to be used for your strata building, that are not stored in a locked and secured building at the insured address;
- used, or applied chemicals, fertilisers or pesticides;
- more than **2 kilometres** of fencing;
- more than **500 metres** of driveways and roads;
- services, both above and below ground, that you do not own or are not responsible for.

### Items with fixed limits

We cover the following items up to the limits shown below. These limits are the most we will pay for those items and cannot be changed.

Item	Limit
Unfixed building materials and uninstalled fixtures to be used for your strata building	<b>\$1,000</b> in total
Fixed landscaping, such as trees, plants, lawns and artificial lawns	<b>\$1,000</b> in total

# Insured events

You are covered for loss or damage to your strata building at the insured address, caused by or resulting from the following insured events:

## Fire

**We cover:** Loss or damage to your strata building caused by or resulting from fire, including bushfire. A fire needs to have an actual flame.

**Limit:** The most we will pay is the sum insured.

**We do not cover:**

- bushfire for the first **72 hours** after the start of your policy, **unless**:
  - you purchased your strata building in the **24 hours** before the policy commenced; **or**
  - your policy commenced immediately after another policy covering the same insured address expired, without a break in cover;
- any increases in the sum insured for the first **72 hours** when the loss or damage is caused by bushfire;
- loss or damage to your strata building caused by fire, **but not** bushfire, if your strata building has been unoccupied for more than **60 consecutive days unless** you have told us and we have agreed to cover this, and it is shown on your current schedule (See **Unoccupied strata building on page 6** for details on the limited circumstances where cover will still be provided if you have not told us and we have not agreed to cover);
- loss or damage arising from soot, smoke, heat and ash when your strata building has not caught fire **but we will** pay when loss or damage is caused by a fire within **100 metres** of your strata building;
- scorching;
- items which by their intended purpose have a fire in them and the fire damage is contained to that item.

## Lightning

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from lightning.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	Loss or damage to your strata building: <ul style="list-style-type: none"><li>• without written confirmation from a qualified expert saying lightning was the actual cause of the loss or damage; <b>or</b></li><li>• where your electricity supplier or the Australian Government Bureau of Meteorology have no record of lightning in your area at the time of the loss or damage.</li></ul>

## Earthquake or Tsunami

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from an earthquake or tsunami.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• tsunami for the first <b>72 hours</b> after the start of your policy, <b>unless</b>:<ul style="list-style-type: none"><li>– you purchased your strata building in the <b>24 hours</b> before the policy commenced; <b>or</b></li><li>– your policy commenced immediately after another policy covering the same insured address expired, without a break in cover;</li></ul></li><li>• any increases in the sum insured for the first <b>72 hours</b> when the loss or damage is caused by tsunami;</li><li>• loss or damage to your strata building:<ul style="list-style-type: none"><li>– that occurs more than <b>72 hours</b> after an earthquake or tsunami;</li><li>– caused by rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will</b> cover loss or damage caused by these actions if they are proved to have occurred within <b>72 hours</b> of, and directly because of an earthquake or tsunami.</li></ul></li></ul>
<b>Note:</b>	<p>An excess applies to all earthquake or tsunami claims. This is in addition to any other excesses that apply to your claim.</p> <p>The earthquake or tsunami excess will show on your current schedule and is shown in the PPG.</p>

## Storm

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from a storm, accompanied by one or more of the following: heavy rain, strong winds, lightning, snow or hail.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• storm for the first <b>72 hours</b> after the start of your policy, <b>unless:</b><ul style="list-style-type: none"><li>– you purchased your strata building in the <b>24 hours</b> before the policy commenced; <b>or</b></li><li>– your policy commenced immediately after another policy covering the same insured address expired, without a break in cover;</li></ul></li><li>• any increases in the sum insured for the first <b>72 hours</b> when the loss or damage is caused by storm;</li><li>• loss or damage to:<ul style="list-style-type: none"><li>– loose or compacted materials, such as gravel, pebbles, rocks, bricks, sand or earth, including but not limited to on:<ul style="list-style-type: none"><li>– roads;</li><li>– driveways;</li><li>– paths.</li></ul></li><li>– gardens or garden borders;</li><li>– your strata building, caused by rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will</b> cover loss or damage caused by these actions if they are proved to have occurred within <b>72 hours</b> of, and directly because of a storm;</li><li>– an outbuilding which is inadequately secured to its foundations.</li></ul></li></ul>

## Flood

**We cover:** Loss or damage to your strata building caused by or resulting from flood.

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

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

**Limit:** The most we will pay is the sum insured.

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**We do not cover:**

- flood for the first **72 hours** after the start of your policy, **unless**:
  - you purchased your strata building in the **24 hours** before the policy commenced; **or**
  - your policy commenced immediately after another policy covering the same insured address expired, without a break in cover;
- any increases in the sum insured for the first **72 hours** when the loss or damage is caused by flood;
- loss or damage to:
  - loose or compacted materials, such as gravel, pebbles, rocks, bricks, sand or earth, including but not limited to on:
    - roads;
    - driveways;
    - paths.
  - gardens or garden borders;
  - your strata building, caused by rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will** cover loss or damage caused by these actions if they are proved to have occurred within **72 hours** of, and directly because of a flood;
  - an outbuilding which is inadequately secured to its foundations.

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## Escape of liquid

### We cover:

Loss or damage to your strata building caused by or resulting from the escape of liquid that occurred suddenly and without warning from a:

- water main, fixed pipe, fixed gutter or fixed tank;
- spa or swimming pool;
- hot water cylinder;
- refrigerator, freezer, dishwasher or washing machine;
- bath, basin, shower, sink, toilet or a fixed aquarium.

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### Limit:

The most we will pay is the sum insured.

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### We do not cover:

- loss or damage to your strata building caused by escape of liquid:
  - from a shower when the shower walls, shower screening, shower doors or shower curtain were inadequate to prevent the escape of liquid;
  - from a watering system or hose, or agricultural pipe;
  - as a result of a gradual process of leaking, discharging, dripping, splashing or overflowing over a period of time when you could reasonably be expected to be aware of this occurring;
  - from a portable container, such as a beverage container, plant pot, vase, saucepan, bucket or watering can;
- loss or damage:
  - to your strata building, caused by rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will** cover loss or damage caused by these actions if they are proved to have occurred within **72 hours** of, and directly because of escape of liquid;
  - if your strata building has been unoccupied for more than **60 consecutive days** unless you have told us and we have agreed to cover this, and it is shown on your current schedule (See **Unoccupied strata building on page 6** for details on the limited circumstances where cover will still be provided if you have not told us and we have not agreed to cover);
  - to loose or compacted materials, such as gravel, pebbles, rocks, bricks, sand or earth, including but not limited to on:
    - roads;
    - driveways;
    - paths.
  - to gardens or garden borders;
- the cost of repairing or replacing the item that caused the escape of liquid.

## Theft or Burglary

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from theft or burglary or an attempt to commit theft or burglary.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	Loss or damage to your strata building caused by: <ul style="list-style-type: none"><li>• you, your family or anyone living or staying at the insured address;</li><li>• someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address;</li><li>• theft or burglary or an attempt to commit theft or burglary, if your strata building has been unoccupied for more than <b>60 consecutive days unless</b> you have told us and we have agreed to cover this, and it is shown on your current schedule (See <b>Unoccupied strata building on page 6</b> for details on the limited circumstances where cover will still be provided if you have not told us and we have not agreed to cover).</li></ul>

## Intentional or Malicious damage

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from a deliberate or intentional act or the action of a person acting maliciously.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• loss or damage to your strata building caused by:<ul style="list-style-type: none"><li>– you, your family or anyone living or staying at the insured address;</li><li>– someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address;</li><li>– malicious damage, if your strata building has been unoccupied for more than <b>60 consecutive days unless</b> you have told us and we have agreed to cover this, and it is shown on your current schedule (See <b>Unoccupied strata building on page 6</b> for details on the limited circumstances where cover will still be provided if you have not told us and we have not agreed to cover);</li></ul></li><li>• accidental or unintended loss or damage.</li></ul>

## Impact

### We cover:

Loss or damage to your strata building caused by or resulting from the impact by:

- or arising out of the use of a vehicle (including an aircraft or a water-borne craft);
- space debris or debris from an aircraft, a rocket or a satellite;
- an aerial or satellite dish;
- a falling power pole or communication pole, tower or line;
- a falling tree or part of a tree;
- an animal (other than an animal kept at the insured address).

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### Limit:

The most we will pay is the sum insured.

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### We do not cover:

- loss or damage to:
  - your strata building caused by tree-felling or lopping at the insured address;
  - roads, driveways, paths, paving, bridges, causeways or underground services caused by vehicles, cranes or earth moving equipment;
  - the item which has impacted your strata building;
  - your strata building caused by vermin, insects or rodents **but we will** cover the resultant fire or escape of liquid damage they cause;
  - your strata building caused by the roots of trees, plants, shrubs or hedges;
- loss or damage to your strata building caused by an animal that belongs to or is in the care or custody of:
  - you, your family or anyone living or staying at the insured address;
  - someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address;
- animals or birds pecking, biting, clawing or chewing your strata building or loss or damage caused by their urine, excrement or vomit **but we will** cover this under **Damage caused by a trapped animal** (see [page 36](#)).

## Glass breakage

**We cover:** Loss or damage to your strata building caused by or resulting from accidental breakage of:

- glass which is fitted to your strata building;
- glass in a light fixture;
- glass which forms part of your cooktop, oven or stove. If we are unable to replace the glass **we will** pay up to **\$1,000** for the replacement and installation of a new appliance;
- fixed shower bases, fixed sinks, fixed basins, fixed toilets, or fixed baths;
- skylights.

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**Limit:** The most we will pay is the sum insured.

**We do not cover:**

- glass in a greenhouse;
- items already in a damaged condition;
- scratching or chipping;
- tiles;
- the frame of any window, door or shower screen, **unless** it is necessary to enable the glass to be replaced.

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## Explosion

**We cover:** Loss or damage to your strata building caused by or resulting from accidental explosion.

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**Limit:** The most we will pay is the sum insured.

**We do not cover:**

- loss or damage to your strata building caused by:
  - rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will** cover loss or damage caused by these actions if they are proved to have occurred within **72 hours** of, and directly because of an explosion;
  - nuclear or biological devices;
  - explosion, if your strata building has been unoccupied for more than **60 consecutive days** unless you have told us and we have agreed to cover this, and it is shown on your current schedule (See **Unoccupied strata building on page 6** for details on the limited circumstances where cover will still be provided if you have not told us and we have not agreed to cover);
- the item that exploded, whether or not we accept a claim for loss or damage caused by the explosion.

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## Riot or Civil commotion

<b>We cover:</b>	Loss or damage to your strata building caused by or resulting from riot, civil commotion, industrial or political disturbance.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• loss or damage to your strata building:<ul style="list-style-type: none"><li>– arising after <b>72 hours</b> from the commencement of any riot, civil commotion, industrial or political disturbance; <b>or</b></li><li>– caused by nuclear or biological devices;</li></ul></li><li>• loss or damage to your strata building caused by:<ul style="list-style-type: none"><li>– you, your family or anyone living or staying at the insured address;</li><li>– someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address.</li></ul></li></ul>

# Additional cover

If we accept a claim for loss or damage to your strata building caused by or resulting from an insured event, we will also provide the following additional cover, where applicable. These additional covers are paid in addition to the strata building sum insured.

## Incidental expenses

### We cover:

The reasonable costs of the following when loss or damage has occurred to your strata building caused by an insured event:

- demolishing and removing the damaged parts of your strata building;
- removing the debris and the cost of cleaning when required in order to repair your strata building;
- engaging professionals, such as an architect, engineer or surveyor, in connection with repairing or rebuilding your strata building;
- making the damaged parts of your strata building comply with the current building regulations and laws;
- planning and approval, such as council approval costs.

### Limit:

Up to **15%** of the sum insured in total for all of the above.

### We do not cover:

Costs:

- in making your strata building comply with building regulations and laws that existed but were not complied with when your strata building was originally built or altered;
- resulting from any notice a statutory or regulatory authority serves on you, or of which you had notice, before your strata building was damaged by the insured event;
- to upgrade undamaged parts of your strata building to comply with the current building regulations and laws;
- incurred for any part of your strata building which has not suffered loss or damage covered by your policy. We will only pay the incidental expenses incurred to repair or rebuild the damaged part of your strata building.

## Safety net

<b>We cover:</b>	An additional amount above your sum insured to: <ul style="list-style-type: none"><li>• repair damage; <b>or</b></li><li>• rebuild your strata building;</li></ul> when the cost of repairing or rebuilding your strata building following an insured event exceeds the sum insured.
<b>Limit:</b>	Up to <b>25%</b> of the sum insured.
<b>Note:</b>	This benefit does not apply to <i>Additional</i> and <i>Extra</i> covers.

## Matching and modifying

<b>We cover:</b>	<p><b>Matching</b> materials following an insured event to ensure a uniform appearance between the damaged areas and the adjacent undamaged areas of the individual unit, when the original materials are no longer available;</p> <p><b>Example:</b> If one of two garage doors to the individual unit suffers loss or damage as a result of an <i>Impact</i> claim, and we are unable to paint or replace the garage door at the individual unit with the same colour as it is no longer available, we will also paint or replace your second garage door to create a uniform appearance.</p> <p><b>Modifying</b> the individual unit following an insured event where the existing fixture cannot be replaced with the same make, model and size, and the new fixture does not fit into the existing space;</p> <p><b>Example:</b> If your wall oven suffers loss or damage and is replaced as a result of a <i>Fire</i> claim, and it cannot be replaced with the same size as the old wall oven, we will modify the individual unit to fit the new wall oven.</p>
<b>Limit:</b>	Up to <b>\$1,000</b> per unit, per claim.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• matching undamaged parts of the individual unit due to fading, depreciation or wear and tear;</li><li>• matching, modifying or upgrading undamaged parts of the individual unit to meet current building regulations and laws.</li></ul>

## Temporary accommodation

### We cover:

- the reasonable additional accommodation expenses which you actually incur when you cannot live in your strata building due to loss or damage to your strata building caused by an insured event (reasonable expenses will include expenses for accommodation suitable to your circumstances, for example number of people in the strata building and the likely timeframe required);
- we will also pay for:
  - redirection of mail;
  - utility connections;
  - bond payments, however any amount we pay in bond is recoverable by us from you. We may deduct this amount from any amount we pay you;
  - temporary accommodation for your domestic pets in a commercial boarding establishment for the same period that we pay for your temporary accommodation.

### Limit:

- up to **10%** of the sum insured for all units at the insured address; **or**
- up to **\$20,000** per individual unit at the insured address.

### We do not cover:

- if your strata building is not your principal place of residence;
- longer than it will reasonably take to repair the claim related loss or damage to your strata building so you can live there again;
- any amounts you are able to claim from another source, such as a rental assistance scheme;
- any costs related to any business activity at your strata building, even if we have agreed to cover business use at your strata building and it is shown on your current schedule.

### Note:

We will pay these benefits following a claim covered by an insured event. For full details, see [How we settle your strata building claim on page 11](#).

## Exploratory costs

### We cover:

The reasonable costs to find the cause of loss or damage at the insured address caused by an insured event.

### Limit:

Up to **\$10,000** per claim.

### We do not cover:

- costs which do not relate directly to the part of your strata building that suffered the loss or damage;
- costs which involve exploratory work outside the insured address;
- any exploratory or repair work carried out without our prior authorisation other than **Emergency repairs** (see [page 11](#)).

## Landlord's contents

<b>We cover:</b>	Your fittings, furniture, furnishings, carpet and electrical appliances that are not wired in, which are in your strata building for the use of your tenant and which suffer loss or damage caused by one of the insured events.
<b>Limit:</b>	<ul style="list-style-type: none"><li>• up to <b>5%</b> of the sum insured for all units at the insured address; <b>or</b></li><li>• up to <b>\$10,000</b> per individual unit at the insured address.</li></ul>
<b>We do not cover:</b>	Contents covered under <b>Common area contents</b> (see below).

## Common area contents

<b>We cover:</b>	<p>Contents and carpets for resident's use in the common areas at the insured address, which suffer loss or damage caused by one of the insured events.</p> <p>It includes:</p> <ul style="list-style-type: none"><li>• unfixed wall, floor and ceiling coverings;</li><li>• furniture and furnishings;</li><li>• internal window furnishings;</li><li>• portable domestic appliances such as a washing machine;</li><li>• domestic tools and cleaning equipment;</li><li>• gardening equipment, including ride-on mowers which are not required to be registered;</li><li>• office equipment, electronic equipment and telephones you use in your administration office.</li></ul>
<b>Limit:</b>	Up to <b>5%</b> of the sum insured for all units at the insured address.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• cash, cards and other negotiable items;</li><li>• jewellery, gold or silver items, or items plated with gold or silver;</li><li>• any fixture or item owned by a unit owner or tenant which they would remove if they sold or vacated their unit;</li><li>• any item covered as your strata building;</li><li>• pets, livestock and domestic animals;</li><li>• stock in trade;</li><li>• unfixed building materials and uninstalled fixtures.</li></ul>

## Loss of rent

### We cover:

The rent that you lose while your strata building is being repaired or rebuilt, if a tenant resides in your strata building and your tenant cannot live in it because of one of the insured events.

### Limit:

- up to **10%** of the sum insured for all units at the insured address; **or**
- up to **\$20,000** per individual unit at the insured address.

### We do not cover:

- loss of rent:
  - for longer than it will take to repair the claim related loss or damage to your strata building so your tenant can live there again;
  - after your claim has been settled;
  - if you do not intend to repair or rebuild your strata building;
  - if your strata building was not occupied by a tenant paying rent, **but we will** pay if you satisfy us that your strata building would have been occupied by a paying tenant had the damage not occurred;
- any costs related to any business activity at your strata building, even if we have agreed to cover business use at your strata building and it is shown on your current schedule;
- any amounts you are able to claim from another source, such as a tenant's bond.

# Extra Cover

We also provide the extra cover set out below. An insured event does not need to have occurred for you to make a claim under these extra covers.

## Office bearer's legal liability

<b>We cover:</b>	Legal liability to compensate other unit owners by the office bearer in the discharge of their duties as an office bearer, for events which first occur and are first notified to us in the same period of insurance.
<b>Limit:</b>	Up to <b>\$1,000,000</b> (including legal expenses) for all claims made in the period of insurance.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• injury, sickness or death of anyone;</li><li>• circumstances covered under any other part of this policy;</li><li>• an office bearer claiming compensation from another office bearer;</li><li>• failure to effect or maintain any insurance as required by the strata group, body corporate or community title legislation or similar laws;</li><li>• defamation;</li><li>• deliberate, dishonest, fraudulent, intentional, reckless or malicious wrongful acts or omissions;</li><li>• any wrongful act you or your office bearers were aware of and did not disclose to us when applying for this policy;</li><li>• fines or awards for aggravated, exemplary or punitive damages;</li><li>• a conflict of interest of an office bearer;</li><li>• claims received by any office bearer which were not notified to us during the same period of insurance that the event first occurred;</li><li>• any intentional exercise of power by any office bearer where the exercise of power is for a purpose other than for which the power was conferred;</li><li>• any financial guarantee or warranty;</li><li>• any claim made against an office bearer relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes and negotiable instruments;</li><li>• wrongful acts or omissions by an office bearer when not performing in their role as your office bearer;</li><li>• legal action or legal claims brought against you or your office bearers outside Australia.</li></ul>

## Embezzlement of funds

<b>We cover:</b>	Fraudulent embezzlement or theft, misappropriation or conversion of your funds by your office bearers or your employees.
<b>Limit:</b>	Up to <b>\$20,000</b> for all claims made in the period of insurance.
<b>We do not cover:</b>	Embezzlement or theft, misappropriation or conversion of your funds: <ul style="list-style-type: none"><li>• which happens after you discover how this happened or you identify the person responsible;</li><li>• unless you have exhausted any rights or entitlements to payments from any fidelity bond or fund or under other statutory legislation;</li><li>• held by a managing agent of your strata building;</li><li>• discovered more than <b>12 months</b> after the end of the period of insurance during which the incident occurred;</li><li>• which is not reported to us within <b>6 months</b> of you discovering it;</li><li>• when your accounting records cannot prove how much you have lost;</li><li>• when management of the body corporate has been outsourced to a managing agent, such as a real estate agent.</li></ul>

## Keys and locks

<b>We cover:</b>	The necessary costs of replacing or recoding keys, remotes, transponders and locks to the external doors and windows of your strata building if the keys, remotes and transponders to those locks are stolen away from the insured address.
<b>Limit:</b>	Up to <b>\$1,000</b> per claim.
<b>We do not cover:</b>	Vehicle, motorcycle, boat, caravan or trailer keys, remotes, transponders and their locks.
<b>Note:</b>	We will not pay to replace or recode keys, remotes, transponders and locks if they are covered under another policy held by you. This limit does not apply if the keys are stolen from the insured address and can be claimed under the insured event of <b>Theft or Burglary</b> (see <a href="#">page 25</a> ).

## Damage caused by a trapped animal

<b>We cover:</b>	Loss or damage to your strata building caused by: <ul style="list-style-type: none"><li>• animals or birds pecking, biting, clawing or chewing your strata building; <b>or</b></li><li>• their urine, excrement or vomit;</li></ul> when an animal or bird is accidentally trapped at the insured address.
<b>Limit:</b>	Up to <b>\$5,000</b> per claim.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• loss or damage to your strata building caused by an animal or bird that belongs to, or is in the care or custody of:<ul style="list-style-type: none"><li>– you, your family or anyone living or staying at the insured address;</li><li>– someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address;</li></ul></li><li>• loss or damage to your strata building caused by vermin, insects or rodents <b>but we will</b> cover the resultant fire or escape of liquid damage they cause.</li></ul>
<b>Note:</b>	This limit does not apply if the loss or damage was a direct result of the insured events of <b>Fire</b> (see <a href="#">page 20</a> ) or <b>Escape of liquid</b> (see <a href="#">page 24</a> ).

## Damage caused by emergency services

<b>We cover:</b>	The costs to repair damaged parts of your strata building at the insured address caused by emergency services forcing entry to your strata building during an emergency.
<b>Limit:</b>	Up to <b>\$1,000</b> per claim.

## Damage to electric motors

<b>We cover:</b>	The repair or replacement of a burnt out or fused household electric motor which forms part of your strata building.
<b>Limit:</b>	The most we will pay is the sum insured.
<b>We do not cover:</b>	<ul style="list-style-type: none"><li>• a motor or sealed unit over <b>10 years</b> old from the date of manufacture;</li><li>• the cost of extracting or reinstalling a submersible pump;</li><li>• loss or damage to a motor in inbuilt:<ul style="list-style-type: none"><li>– audio/visual equipment or appliances such as televisions or sound systems;</li><li>– electronic devices such as security alarms;</li><li>– microwave ovens;</li></ul></li><li>• loss or damage:<ul style="list-style-type: none"><li>– <b>unless</b> you can provide written confirmation from a qualified repairer saying the loss or damage was caused by a burnt out or fused motor and, if required, you make the item available to us for inspection;</li><li>– to the refrigerator or freezer caused by spoiled food;</li><li>– to motors which form part of equipment used in conjunction with any business, trade or profession, even if we have agreed to cover business use at the insured address and it is shown on your schedule.</li></ul></li></ul>
<b>Note:</b>	<p>We will not pay to replace the whole appliance <b>unless</b> it will cost us less than it would to repair or replace the motor.</p> <p>We will deduct any amount you can claim under a manufacturer's guarantee or warranty.</p>

# Strata building owners legal liability

We cover your legal liability and that of your family arising from an occurrence within the period of insurance, that results in:

- death or bodily injury to other people; **or**
- loss or damage to property which you do not own or for which you are not responsible;

subject always to the balance or remainder of this part of the policy, and the restrictions or entitlements contained in this part of the policy.

We cover your legal liability and that of your family arising from an occurrence **at the insured address**.

## Limits of indemnity

The maximum we will pay is **\$20,000,000** for all losses, claims and liabilities arising out of the one occurrence in the period of insurance.

This amount includes the legal costs of defending any claims against you and any costs awarded against you, provided we appoint the lawyers.

## Note

In this *Legal liability* section, 'occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions, and all events of a series consequent on, or attributable to, one source or original cause or a related source or cause, and which causes death or bodily injury to other people, or which causes loss or damage to property which you do not own or for which you are not responsible.

## Legal liability exclusions

The **General exclusions** (see [page 41](#)) apply to this **Legal liability** cover. In addition, we do not cover liability directly or indirectly caused by or resulting from:

<b>Agreement</b>	Any agreement or contract you enter into, <b>but we will</b> cover your legal liability if it would have existed had you not entered into the agreement or contract.
<b>Asbestos</b>	<ul style="list-style-type: none"><li>• inhalation of or exposure to asbestos;</li><li>• loss or any cost associated with cleaning up or removing asbestos;</li><li>• loss or damage to any property due to the presence of any asbestos.</li></ul>
<b>Building or Renovating</b>	Building work carried out at the insured address where the total cost of the building, altering or renovating is more than <b>\$50,000</b> .
<b>Business use</b>	<ul style="list-style-type: none"><li>• the use of your strata building for any business purposes;</li><li>• any business, trade, profession or occupation carried out by you or your family or anyone living or staying at the insured address.</li></ul>
<b>Committee members</b>	<ul style="list-style-type: none"><li>• any event which you as a committee member have organised or are legally responsible for, <b>unless</b> the event occurs at the insured address;</li><li>• your actions, duties or interests as:<ul style="list-style-type: none"><li>– a committee member or director of a club or association; or</li><li>– an official at a game or organised sporting activity.</li></ul></li></ul>
<b>Death or injury</b>	Death or injury to you, your family or any other person who normally lives with you, <b>but we will</b> cover a renter, tenant, visitor, guest or boarder living in your strata building.
<b>Defamation, libel or slander</b>	Defamation, libel or slander.
<b>Deliberate act</b>	Things done intentionally or left undone intentionally by you or your family, or any one acting on behalf of you or your family, with reckless disregard for the consequences.
<b>Fines, penalties or damages</b>	Civil or criminal fines or penalties or punitive, aggravated, exemplary, or multiple damages.
<b>Illness or disease</b>	Illness, disease or sickness you knowingly spread or failed to take due care to prevent spreading after you knew about it.
<b>Legal actions outside of Australia</b>	Legal actions or legal claims brought against you, decided or heard in countries outside Australia.
<b>Property owned by you</b>	Loss or damage to property that you, your family or any other person who normally lives with you own, <b>but we will</b> cover your legal liability for property kept at the insured address that is owned by a renter, tenant, guest or boarder who is living or staying at the insured address.

## Legal liability exclusions cont.

<b>Remote control, model or toy vehicles</b>	The use of remote control, model or toy: <ul style="list-style-type: none"><li>• vehicles</li><li>• watercraft</li><li>• aircraft, including drones.</li></ul>
<b>Sporting activity</b>	Participation in or performance of any professional or semi-professional sporting activity where you receive payment to play.
<b>Unoccupied</b>	Your strata building, if it has been unoccupied for more than <b>60 consecutive days</b> unless you have told us and we have agreed to cover this, and it is shown on your current schedule.
<b>Vehicle</b>	The use of any vehicle, aircraft or water-borne craft including motorised golf carts or buggies, wheelchairs and mobility scooters, ride-on mowers, motorcycles and motorbikes.
<b>Wharf, jetty, pontoon or bridge</b>	Any wharf, jetty, pontoon or bridge you own or are legally responsible for.
<b>Words or acts</b>	You agreeing to take the liability upon yourself.
<b>Workers compensation or third party personal injury insurance</b>	Any occurrence where the person against whom the claim is made holds, or was required by law to hold, worker's compensation or third party personal injury insurance which would provide cover for the claim in whole or in part.

# Sections that apply to Strata building

## General exclusions

We do not cover under any section of this PDS, loss, damage, cost or liability, arising directly or indirectly from, or in any way connected with:

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<b>Actions of the sea</b>	Actions of the sea, including tidal wave, king tide and high tide.
<b>Asbestos</b>	Asbestos, asbestos fibres or any form of asbestos derivatives <b>but we will</b> cover the cost to remove asbestos from the insured address (including disposal) during repairs or rebuilding if we have accepted a claim for loss or damage to your strata building as a result of an insured event and the removal is required to complete the repairs or rebuild. We will only remove the asbestos that is required to be removed by law or regulation to repair the damaged area of your strata building.
<b>Biological, chemical, other pollutant, contaminant or communicable disease</b>	<ul style="list-style-type: none"><li>• any actual or threatened biological, bacterial, viral, germ, communicable disease, chemical or poisonous substance, pollutant or contaminant; <b>or</b></li><li>• any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, communicable disease, chemical or poisonous substance, pollutant or contaminant; <b>or</b></li><li>• any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, communicable disease, chemical or poisonous substance, pollutant or contaminant.</li></ul>
<b>Boundary fences</b>	Any amount which exceeds your proportional share of the costs which you are liable for, for repair or replacement of boundary fences.
<b>Breaking the law</b>	You, your family or anyone living or staying at the insured address, or someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address, or anyone with your permission or knowledge committing a criminal or illegal act or omission whether by failing to comply with any legislative, statutory, regulatory or municipal by law or otherwise, provided where that act or omission could reasonably be regarded as being capable of causing or contributing to a loss; or alternatively, our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the act or omission contributed to or caused the loss.

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<b>Building work</b>	<ul style="list-style-type: none"> <li>• water entering your strata building through openings in the walls, roof or other unfinished parts of your strata building;</li> <li>• storm or intentional or malicious damage to inside finishes, fixtures and fittings of your strata building as a result of unfinished construction, alteration or renovation;</li> <li>• theft by someone who enters or leaves through an open or unfinished wall, roof, door or window, even if it was temporarily secured or covered;</li> </ul> <p>when building work or renovations have been carried out at the insured address immediately prior to, or at the time of an insured event.</p>
<b>Business use</b>	<ul style="list-style-type: none"> <li>• any part of your strata building or any of your landlord's contents or common area contents being used for business purposes <b>unless</b> you have told us and we have agreed to cover this and it is shown on your current schedule (any cover we agree to only extends to loss or damage <b>but not</b> liability which will always be excluded);</li> <li>• any business, trade, profession or occupation carried out by you or your family or anyone living or staying at the insured address.</li> </ul>
<b>Confiscation</b>	<p>The confiscation, lawful seizure, nationalisation, expropriation, requisition or destruction of any insured item.</p>
<b>Consequential loss</b>	<ul style="list-style-type: none"> <li>• consequential loss (financial or non-financial loss) or extra costs following an incident covered by your policy. This could include loss of income, medical expenses, the cost of hiring appliances, professional fees and the cost of your time;</li> <li>• cleaning costs;</li> <li>• any outstanding or unused credit on a mobile or data plan.</li> </ul>
<b>Contamination</b>	<p>Contamination or pollution of any property or land, including your strata building or the insured address.</p>
<b>Defects</b>	<p>Any defect, imperfection, structural fault or design fault that you knew about or should reasonably have known about and did not fix before the loss or damage occurred.</p> <p>See <a href="#">Defects on pages 13 &amp; 14</a> for further information on how we settle your claim if there are defects present.</p>

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**Deliberate action**

A deliberate or intentional act or a deliberate lack of action by:

- you, your family or anyone living or staying at the insured address;
- someone who entered the insured address with your consent, or the consent of a person who lives or is staying at the insured address.

Provided where that act or lack of action could reasonably be regarded as being capable of causing or contributing to a loss; or alternatively, our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the act or lack of action contributed to or caused the loss.

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**Electronically stored software, data and files, and images, including photographs**

- the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic software, data and files;
- the total or partial liability or failure to receive, send, access or use electronic software, data and files for any time or at all;
- the total or partial destruction of hard copies of photographs, films or other images **but we will** cover the cost of reproducing hard copies of photographs you have purchased from, or had produced by, a professional photographic business or retail outlet, where possible;
- an error in creating, amending, entering, deleting or using electronic software, data and files;
- a computer virus, computer hacking, cyber act or cyber incident.

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**Ground movement**

Rising damp or seepage of water from the ground, erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will** cover loss or damage caused by subsidence or landslide if they are proved to have occurred within **72 hours** of, and directly because of:

- earthquake or tsunami;
- storm;
- flood;
- escape of liquid;
- explosion.

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**Hazardous materials**

Any hazardous materials, such as explosives or flammable or combustible fluids not being used or stored in accordance with the relevant laws, controls or manufacturer's instructions.

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<b>Incidents occurring over time</b>	Any incident occurring over time and not as a result of a single event or occurrence.
<b>Items for sale</b>	<ul style="list-style-type: none"> <li>• items entrusted to another party for sale;</li> <li>• items which you have handed over as part of a sale, but not collected payment for.</li> </ul>
<b>Loss not covered by this PDS</b>	Loss, damage or liability other than the cover described in this PDS.
<b>Maintenance</b>	<ul style="list-style-type: none"> <li>• you not keeping the insured buildings and contents at the insured address, in good order and repair and well maintained (see definitions for more information on <b>Good order and repair and well maintained on page 47</b>);</li> <li>• you not taking all reasonable care to protect your property;</li> <li>• wear, tear, depreciation, rust, fading, mould, rising damp, mildew, rot or other forms of corrosion. For example, tiles or their adhesive or grouting breaking down;</li> <li>• you failing to fix faults and defects as you become aware of them;</li> <li>• neglect, untidiness, uncleanliness or unhygienic acts.</li> </ul> <p>Provided where these acts or omissions could reasonably be regarded as being capable of causing or contributing to a loss; or alternatively, our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the act or omission contributed to or caused the loss.</p>
<b>Mechanical, structural or electrical breakdown</b>	Mechanical, structural or electrical breakdown.
<b>Not complying with planning regulations</b>	Your strata building not complying with building laws and regulations except those laws or regulations introduced after your strata building was originally built or last altered which you were not required to comply with, provided where that non-compliance could reasonably be regarded as being capable of causing or contributing to a loss; or alternatively, our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the non-compliance contributed to or caused any loss.
<b>Outside of Australia</b>	Any loss, damage or liability which occurs outside of Australia.
<b>Overhead transmission and distribution lines</b>	Losses in response of overhead transmission and distribution lines and their supporting structures <b>unless</b> within <b>1,000 metres</b> of the insured address and they are your responsibility.

<b>Period of insurance</b>	Any loss, damage or liability occurring outside the period of insurance.
<b>Postal or courier</b>	Items sent by post or courier.
<b>Power failure or fluctuation</b>	Power failure or fluctuation by your power provider <b>but we will</b> cover loss or damage if the power failure or fluctuation was as a direct result of an insured event.
<b>Radioactivity, nuclear materials</b>	<ul style="list-style-type: none"> <li>• radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; <b>or</b></li> <li>• action of nuclear fission including detonation of any nuclear device or nuclear weapon; <b>or</b></li> <li>• any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; <b>or</b></li> <li>• any looting or rioting following these incidents.</li> </ul>
<b>Repairs you undertake</b>	Any costs you incur if you repair, renovate or replace a damaged area or item before we can inspect it and establish the cause <b>unless Emergency repairs</b> (see <a href="#">page 11</a> ) are required.
<b>Revolution or war</b>	<ul style="list-style-type: none"> <li>• Revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), or military coup; <b>or</b></li> <li>• Any looting or rioting following these incidents.</li> </ul>
<b>Tree lopping/ tree roots</b>	<ul style="list-style-type: none"> <li>• roots from trees, plants, shrubs or hedges;</li> <li>• trees being felled, lopped, cut, pruned or transplanted;</li> <li>• the removal and disposal of: <ul style="list-style-type: none"> <li>– debris, fallen trees or branches or other objects unless removal is required to undertake the repairs to your strata building;</li> <li>– tree stumps or tree roots that are still in the ground.</li> </ul> </li> </ul>

# Definitions

These words have special meanings when they are used in this PDS.

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<b>Accident/ Accidental</b>	An incident you did not intend or expect to happen.
<b>Body corporate</b>	The body corporate is the controlling body of a strata scheme. The owners of the lots in the scheme form the body corporate which comes into existence automatically on registration of the strata plan.
<b>Business</b>	A business, trade, profession, occupation or any income-earning activity. Business also includes farming, grazing, agistment of stock or agriculture that earns you money. It does not mean you have a tenant residing at the insured address.
<b>Common property/ common areas</b>	<p>Common property for a strata scheme consists of:</p> <ul style="list-style-type: none"><li>• all land within the scheme that is not within the boundaries of a lot; <b>and</b></li><li>• all other property administered by the body corporate for the relevant scheme; <b>and</b></li><li>• in a case where the roof of a building forms part of the common property, the guttering attached to the roof or part of the roof is taken to be included in the common property.</li></ul> <p>The common property for a strata scheme or community development scheme does not include land designated for future development in the master plan for a staged development scheme or a community development scheme.</p>
<b>Communicable disease</b>	Disease that is spread from one living thing to another (whether directly, indirectly or by means of vectors).
<b>Current schedule</b>	The notice we provide to you that sets out the cover, terms, conditions, and policy period. This in conjunction with your PDS, SPDS and PPG forms the basis of your policy.
<b>Cyber Act</b>	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 there of involving access to, processing of, use of or operation of any Computer System.
<b>Cyber Incident</b>	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; 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 Computer System.

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**Fixtures and fittings**

- For **strata building** this means fixtures such as heat pumps and timber floors.
- For **landlord's contents** this means fittings such as furniture, furnishings and carpet.
- For **common area contents** this means unfixed floor coverings and internal window furnishings.

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**Good order and repair and well maintained**

Your strata building does not have any faults or defects that could cause any loss of damage to your own property or property of others, or death or bodily injury to other people, or could add to the cost of repair, (or mean an item needs to be replaced other than being repaired).

It also means, in relation to your strata building, that they are watertight, structurally sound, and secure, with a functioning bathroom and kitchen.

Examples of faults or defects that could indicate your strata building is not in good order and repair and well maintained include:

- the roof leaks when it rains;
- there are areas of roofing, flooring, ceilings, steps, gutters or any other areas of your strata building that are loose, falling down, missing or rusted through;
- there are holes in floors, walls, ceilings or any other parts of your strata building;
- there is wood rot;
- there are boarded up or broken windows;
- there is unrepaired damage and the items are operating effectively prior to any loss or damage covered by your policy;
- your strata building is infested with vermin;
- silicon, grout and tile adhesive is breaking down;
- paint is deteriorating;
- there is debris and vegetation in gutters, drains and downpipes;
- there are squatters or unauthorised persons occupying your strata building

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**Guest or boarder**

A person temporarily paying to stay at the insured address.

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**Homeshare**

A strata building which has all relevant council registrations, permits and licences offering short stay temporary shared guest accommodation, using a recognised accommodation booking platform such as Airbnb.

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**Insured address**

The address shown on your current schedule that you use primarily for domestic residential and/or rental purposes. It does not include the nature strip outside your strata building.

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<b>Insured events</b>	The insured events described and shown on <a href="#">pages 20 - 28</a> of this PDS.
<b>Lot</b>	In respect of a site, means part of the site allocated for separate occupation by the owner of the lot or a person deriving rights of occupation from the owner.
<b>Office bearer</b>	A unit owner, or a nominee of a unit owner, appointed as a member of your executive committee as required by the strata, group, body corporate or community title legislation or similar laws. Office bearers include your chairperson, secretary and treasurer. It does not include a managing agent or any contractor maintaining or managing your strata building.
<b>Period of insurance</b>	The period for which cover is provided by your policy as shown on your current schedule.
<b>Policy</b>	Your policy consists of: <ul style="list-style-type: none"> <li>• this PDS;</li> <li>• your application(s) for insurance;</li> <li>• our record of your responses;</li> <li>• your current schedule which sets out the particular details of your policy;</li> <li>• your PPG;</li> <li>• any Supplementary PDS we may issue.</li> </ul>
<b>Rent</b>	The net amount* a tenant pays to occupy your strata building. If your strata building is unoccupied, it is the amount a tenant would pay, based on an assessment by a qualified property management agent agreed to by us.  *Net amount means the amount of rent you receive after deducting any property manager's commission that applies.
<b>Renter or tenant</b>	A person who occupies and rents your strata building or property from you as the landlord under a rental agreement which sets out the term of the rental period and the rent, bond and conditions for occupying your strata building.
<b>Strata</b>	As defined by the <i>Strata Titles Act 1998</i> .
<b>Sum insured</b>	Is the amount you choose that reflects the true replacement value of your strata building cover, and as otherwise detailed in your policy. Your sum insured is shown on your current schedule.
<b>Unit</b>	An area marked as a lot on the plan for a strata, group, body corporate or community titles scheme, for your scheme land.
<b>Unit owner</b>	The registered owner of a lot forming part of a strata, group, body corporate or community titled building.

<b>Unit owner's family</b>	Your spouse, your partner or your de facto, your parents and parents-in-law, your or your spouse's children, your brothers and your sisters, who normally live with you.
<b>Unoccupied</b>	Neither you, nor anyone with your permission, is living or staying in your strata building. Unoccupied also means: <ul style="list-style-type: none"> <li>• your strata building is not furnished for habitation; <b>or</b></li> <li>• your strata building is not connected to services; <b>or</b></li> <li>• your strata building is not permanently being lived in; <b>or</b></li> <li>• you are not regularly staying in your holiday strata building.</li> </ul>
<b>Vehicles</b>	Motorised or non-motorised vehicles, trailers, ride-on vehicles including, but not limited to, All Terrain Vehicles, Recreational Terrain Vehicles and quadbikes, tractors, backhoes, bob-cats, earth dozers, or front-end loaders or their accessories or spare parts.
<b>Visitor</b>	A person, family or friend staying temporarily in your home <b>not</b> as a paying guest and for no longer than <b>30 consecutive days</b> .
<b>We, our and us</b>	RACT Insurance Pty Ltd.
<b>You, your</b>	The body corporate, owners corporation, strata company or association of the strata, group, body corporate or community title scheme shown as the insured on your current schedule and its ownership or insurable interest according to the relevant strata, group, body corporate or community title laws applying to your strata building and common property.
<b>Your strata building</b>	The residential building(s), outbuildings, fixtures, structural improvements, and any common property, used primarily for domestic purposes located at the insured address shown on your current schedule.

# Paying your premium

You may pay your premium annually or, at our option, in instalments.

## Payment in full

If your premium is not paid by the due date, you may not be covered for any claims.

## Payment by instalments

- At our option, you may pay your premium in instalments by direct debit from either your financial institution or your credit card.
- If you pay by instalments a surcharge on your premium may apply.
- Your responsibilities include:
  - providing us with your account details and an authority to deduct payments; **and**
  - ensuring that sufficient funds are available in your nominated account to pay each instalment.
- You must tell us if you change any of the account details.
- If the account details you provide are incorrect or there are insufficient funds in your account, any additional fees or administration costs incurred because of the non-payment are payable by you.
- If you are paying by instalments, any unpaid portion of the total premium for the current period of insurance must be paid by you before your total loss claim can be completed. We will advise you if we decide to deduct the outstanding premium from your claims settlement.
- If your instalment payments are in arrears at the time of a claim you will need to pay the outstanding amounts before your claim can be completed. We will advise you if we decide to deduct the outstanding premium from your claims settlement.
- At renewal, we continue to deduct instalments until you tell us to cancel or change that arrangement.
- If your premium increases due to a change to your policy, we will adjust your instalment amounts and commence deducting the new amount from your next instalment date. We will confirm any changes to your instalment plan in writing to you. If all of your instalments have been made, a once off payment will be processed.

## Payment schedule

- Your first payment will be withdrawn from your nominated account five days from your direct debit arrangement being set up.
- Subsequent payments will be deducted on the nominated date.
- If we are unable to process your payment on the nominated date, we will do so as soon as possible thereafter.
- Where the nominated payment date falls on a non-business day, we will deduct the scheduled payment on the next business day.

## Renewal payment by instalments

- If you already have an existing instalment agreement with us and we invite renewal, we will continue to deduct payments from your nominated account when your policy is renewed, **unless** you inform us otherwise.
- If your premium changes at renewal, we will adjust your instalment amounts and commence deducting the new amount.

## Changing your arrangement with us

If you need to change any details of your direct debit arrangement please let us know before:

- your next scheduled payment; **or**
- the due date of the payment to which the changes will apply.

## Overdue payments

- If your payment is overdue by:
  - more than 14 days after its due date, we may refuse any claim made for loss or damage occurring during the period the policy is unpaid;
  - one month, the cover your policy provides will cease **unless** alternative arrangements have been made directly with us.
- If two or more payment requests are not honoured by your financial institution, we may cancel your policy. We will advise you in writing if we are going to cancel your policy.
- If you cancel your payment arrangements, all outstanding amounts will be due and payable within 14 days from the cancellation date. If payment is not made, your policy will be cancelled and we will confirm the cancellation in writing.
- We may employ an external agency to collect payments owed to us.
- We accept payment by instalments at our option. We may not offer this option on future cover if there is a history of not meeting instalment payment obligations.

# Cancelling your policy

**You** may cancel your policy at any time. We will refund the unused pro-rata portion of the premium.

If you are paying your insurance by instalments, any refund will be credited against your remaining instalments. If no instalments are remaining, or you are cancelling your entire policy, we will refund you the unused pro-rata portion of your premium.

**We** can cancel your policy in any way permitted by law. If we do so, we will:

- give you prior notice in writing; **and**
- refund any premium you have paid for the period after the date of cancellation.

# Goods and services tax

Any amounts we may pay under your policy include goods and services tax (GST).

When claiming, you will need to provide details of any entitlement to input tax credits on your premium if you are registered for GST purposes.

When we make a payment to you for repair or replacement of an insured item we may reduce the settlement amount we pay by the amount of an input tax credit you would be entitled to claim.

# Updating our PDS

The information in this PDS was current at the date of preparation. From time to time we may need to update the information contained in this PDS. In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS or other notice (a notice may be used where changes are not materially adverse).

The current disclosure documents (including updates) are available by contacting us on 13 27 22, visiting your nearest branch or visiting our website at [www.ract.com.au](http://www.ract.com.au).

# How we resolve complaints

We handle all complaints in accordance with our Complaints Handling Guide which is available on our website ([www.ract.com.au](http://www.ract.com.au)) or request a copy by contacting us on:

Phone: 13 27 22 or 1800 005 677.

Email: [claimskomplaints@ract.com.au](mailto:claimskomplaints@ract.com.au) (for complaints related to claims) or [policykomplaints@ract.com.au](mailto:policykomplaints@ract.com.au) (for complaints relating to sales or other matters)

Mail: to the following postage-paid address:

RACT Insurance  
Reply Paid 1292  
Hobart TAS 7001

If you need to escalate the issue to an independent third party you can contact the Australian Financial Complaints Authority (AFCA) (AFCA is an independent external dispute scheme and their service is free to you), or for privacy related matters, complaints can also be lodged with the Office of the Australian Information Commissioner (OAIC). Contact details for both are provided below:

## AFCA

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

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

Phone: 1800 931 678

Mail: Write to the following address:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## OAIC

Online: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Phone: 1300 363 992

Mail: Write to the following address:

Director of Compliance  
Office of the Australian Information Commissioner  
GPO Box 5218  
Sydney NSW 2001

# The General Insurance Code of Practice

RACT Insurance subscribes to the General Insurance Code of Practice. A copy of the code can be obtained from [www.codeofpractice.com.au](http://www.codeofpractice.com.au). Alternatively you can contact the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phone on 1300 728 228.

## Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer, to be paid certain amounts by APRA.

Information about the FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## Privacy of personal information

The privacy of your personal information is important to us. We collect your personal information to ensure that we are able to provide you with the relevant products and services.

We are subject to the Privacy Act 1988. For further details, please refer to our Privacy Policy at [www.ract.com.au](http://www.ract.com.au) or ask us for a copy. Our Group Privacy Statement, also on our website, includes information about how we collect, use and disclose your personal information.







## RACT branches

Burnie  
Devonport  
Glenorchy  
Hobart  
Kingston  
Launceston  
Rosny Park

RACT Insurance Pty Ltd  
ABN 96 068 167 804  
AFS Licence no. 229076



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