



# GENESIS

COMMERCIAL STRATA WORDING



LLOYD'S

Coverholder at LLOYD'S

# THE INSURER

This Policy is underwritten by certain underwriters at Lloyds, effected through Genesis Underwriting Pty Ltd as the coverholder.

## COMPLAINTS HANDLING & GENERAL INSURANCE CODE OF PRACTICE

Lloyd's is a signatory to the General Insurance Code of Practice. Lloyd's and Genesis strive to comply with the requirements of the Code. More information about the Code can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code of Practice informs the customers of the standards of service to be expected from the Insurance Industry. The objectives of the Code of Practice are to :

- (a) to commit to high standards of service;
- (b) to promote better, more informed relations between us and you;
- (c) to maintain and promote trust and confidence in the general insurance industry;
- (d) to provide fair and effective mechanisms for the resolution of Complaints and disputes between us and you;
- (e) and to promote continuous improvement of the general insurance industry through education and training.

### Complaint Procedure

We are committed to providing an efficient and fair dispute resolution process. We offer an Internal Dispute Resolution (IDR) process in the event that a customer is not satisfied with the outcome or any aspect of Our products or services, whether that is Your Policy, or a Claim.

To start the process, just call Us or send a letter to the Compliance Manager. All matters will be treated in strict confidence.

### What Is A Complaint?

A complaint is when there has been an expression of dissatisfaction in a product or service provided by Us or by Our Service Providers that has not been resolved after initial contact, and there has been a request that the complaint be remedied by Us.

### What to do if you have a Complaint?

We will do everything possible to provide a quality service to you. However, we recognize that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint.

This Insurance complies with the Insurance Council of Australia's General Insurance Code of Practice. Any enquiry or complaint relating to this insurance should be referred in the first instance to Genesis. We will respond to you within 15 working days. If this does not resolve the matter or You are not satisfied with the way the complaint has been dealt with, You should contact:

### Lloyd's Underwriters General Representative in Australia

Level 9  
1 O'Connell Street  
Sydney NSW 2000

Telephone (02)8298 0700

Facsimile (02) 8298 0788

Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

If your dispute remains unresolved You may be referred to the Financial Ombudsman Service Limited (FOS) under the terms of the General Insurance Code of Practice. FOS may be contacted at 1300 780 808, [www.fos.org.au](http://www.fos.org.au) or GPO Box 3, Melbourne Vic 3001 For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this insurance agree that:

- (i) if a dispute arises under this insurance it will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon;

**Lloyd's Underwriters General Representative in Australia**

Level 9  
1 O'Connell Street  
Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to Genesis Underwriting Pty Ltd.

## DUTY OF DISCLOSURE

### What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

You have this duty until we agree to insure you.

You do not have to tell us about any matter

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an Insurer, or
- which we indicate we do not want to know.

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

# PRIVACY POLICY

## Your Privacy And The Law

Genesis Underwriting Pty Ltd (Genesis) is dedicated to upholding your privacy and protecting your personal information. We are bound in Australia by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles, along with any other applicable privacy laws and codes, when collecting, using, disclosing, holding, handling and transferring any personal information. Where practical and legally permissible to do so, you have the option of providing information to us and dealing with us anonymously or by using a pseudonym.

Genesis has ongoing practices, procedures and systems in place to ensure that we manage personal information in an open and transparent way.

Further information about these practices, procedures and systems are contained in our Privacy Policy set out below.

We may update this Privacy Policy from time to time. Any updates can be accessed via our website or by contacting our office to request a hard copy be sent to you (which will be provided at no cost). We encourage you to periodically review this Privacy Policy so that you will be aware of our privacy practices. This Privacy Policy was last updated on 12 March 2014.

## Collecting Your Personal Information

### – What is personal information?

Information or opinion that allows others to identify you is generally considered personal information. This may include your name, contact details, gender, as well as your health and risk profile information.

### – Under which circumstances do we collect your personal information?

We will generally collect personal information which is reasonably necessary to offer and maintain our products and services and those offered by Genesis including provision of insurance (involving underwriting of insurance products) and claims management, and other forms of insurance related services.

We may also collect personal information to enable development and identification of products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and manage alliances or arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

### – What information can we collect from you?

The type of product or service you request from Genesis will inform the type of information we collect from you. Generally, however, we may collect information such as your name, contact details, date of birth, gender, financial and employment details and information pertaining to risk coverage.

We may also need to collect sensitive information about you for some of our products and services. We will generally only collect and hold such sensitive information where reasonably necessary to perform our engagement and with your consent.

### – What if you don't provide us with your information, or provide us with inaccurate or incomplete information?

If the information we request is not provided accurately or at all, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

### – How do we collect this information?

Unless it is not reasonable or practicable under the circumstances, we will collect information directly from you. This may occur, for instance, when you use our website, or when you contact us through telephone, facsimile, email, online or hard copy communication in order to complete a product or service application or any other kind of administrative form.

Otherwise, we may also collect your information from other, third parties such as Authorised Representatives or other third parties such as additional insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that you are a part of, law enforcement or investigative intermediaries, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases or publicly available sources. Upon your request, we will take reasonable steps to let you know how we have sourced your personal information unless it is obvious from the circumstances that you would know or would reasonably expect us to have the information (such as where we are dealing with your advisors).

### – Are there any other ways we can collect your personal information?

We may also collect information by online means when you visit the Genesis website

Genesis may collect information during your visit to a Genesis or affiliated website through the use of cookie technology.

## Using and Disclosing Your Personal Information

### – How can your personal information be used?

We will generally only use and disclose your personal information for the purpose that it was collected, any related purpose that you would reasonably expect us to use or disclose it for, or as permitted under this Privacy Policy or under law. Genesis otherwise has a duty to maintain the confidentiality of its client's information unless disclosure is permitted with your consent or compelled under law.

Your information may be used for the following purposes:

- to provide information, products or services you requested; to determine your eligibility and process applications for
- products and services that you have requested;
- to provide information and services as requested by clients; to understand and assess your ongoing needs and offer
- products and services to meet those needs;
- to carry out client communication, service, billing and administration;
- to administer claims;
- to conduct data analysis;
- to obtain and update credit information with appropriate third parties, such as credit reporting agencies, where transactions are made on credit;
- to execute monitoring and training; to develop new services;
- to market products and services; and
- to conduct processing necessary to fulfil other contractual obligations for the individual.

We will only use and disclose your sensitive information for the purpose it was collected or for any other directly related purpose that you would reasonably expect us to use it for.

With your consent, we may use or disclose your information for additional purposes from time to time.

– *Who can access your personal information?*

We may disclose your information to other companies who provide capacity or services to Genesis and the

following affiliates or third party service providers to assist us in providing, managing and administering our services and products:

- insurance services and insurance products - business partners, including insurers, reinsurers, insurance agents, insurance brokers, other insurance intermediaries, insurance reference bureaus, medical service providers, fraud detection agencies, other advisers such as loss adjusters, lawyers, auditors and accountants and others involved in the claim handling process;
- banking and finance products - business partners, including credit and fraud reporting agencies, debt collection agencies, insurers and reinsurers,
- any Authorised Representatives; authorised service providers;
- external IT service providers, infrastructure and other third parties where required by law; and

– *Can your information be used for direct marketing?*

As indicated above, unless you notify us otherwise, we may use your personal information to let you know about products and services from Genesis or our affiliates and business partners that we think may be of interest to you. You can choose not to receive this information from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies by contacting our Privacy Officer through the details contained at the end of this Privacy Policy or your Genesis representative.

## Resolving Your Privacy Issues

– *Privacy complaints*

If you wish to speak with someone or raise a complaint about a breach of the Act or this Privacy Policy, you may contact your Genesis representative or contact our Privacy Officer directly on the contact details below.

You may also contact the Privacy Officer should you have any other questions or would like further information about our privacy and information handling practices.

We will respond to you as soon as reasonably possible.

– *Genesis Privacy Officer Contact Details Anthony Jodrell:*

**Privacy Officer**

Genesis Underwriting Pty Ltd

Po Box 1369

Manly NSW 1655

Phone: 02 8412 3500

Fax - 02 8412 3599

## Lloyd's Certificate of Insurance

**Effected through Genesis Underwriting Pty Ltd (the Coverholder)**

**The certificate** is issued by the Coverholder in accordance with the authority granted to them by certain Underwriters at Lloyd's under the agreement noted to in the certificate.

This certificate confirms that on receipt of payment of the premium noted as payable in the schedule, certain Underwriters at Lloyd's have agreed to insure You, in accordance with wording attached to this certificate.

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the coverholder. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided in the proposal form or quotation slip. You should read this Certificate, Schedule and policy wording carefully and if it is not correct contact Genesis Underwriting Pty Ltd.

# GENESIS CLAIMS PROCEDURES

Making a claim with Genesis is a simple process. We will help you and guide you through the whole claim process.

- We will monitor all claims on a regular basis to ensure expeditious settlement.
- You can choose to deal directly with Genesis or Lloyd's.
- EFT details
- All claims must be notified to Genesis and Lloyd's immediately by downloading and completing the relevant claim form.
- Please ensure that all relevant details are filled out on the specific Material Damage/ Loss or Liability claim form.
- It is mandatory to include the subject project details: start and finish dates as well as the contract price.

In addition:

## Material Damage/Loss Claims Procedure

With each claim form, you will need to attach or forward where applicable:

- Photographs of the damage.
- Repair / replacement quotations or order forms.
- If the damage/loss has been repaired/ replaced please provide invoices.
- Original purchase receipts/ documentation to show proof of ownership where possible.
- Scope of repair works.
- EFT details

Once the above is received, Lloyd's will determine and notify if they require a loss adjustor to attend and inspect damage/ the site. Please retain all damaged items if practical.

## Claims Information

You should act in a manner that you are not insured.

- Take all reasonable precautions to prevent any further loss or damage to the subject property/site.
- For example, if a glass door is broken and allows access to the site, have it replaced immediately or secure the site as best as possible.
- Report any thefts, attempted thefts, malicious damage or vandalism to the police as soon as possible.
- Record as much information as possible in order to provide a clear description of circumstances.

## Liability Claims Procedure

Complete Liability claim form.

- Forward any third party correspondence including letters from solicitors, statements of claim, and letters of demand immediately to Genesis / Lloyd's.
- Do not admit liability for any incident whether verbally or in writing.
- Take all reasonable steps following an incident to protect the person or property from further injury or damage.
- Should any third party or their insurer/solicitor contact you, please avoid entering into any conversation with them regarding the alleged incident and refer them to Genesis/ Lloyd's.
- Obtain as much information as possible for example witness details, contact details of all parties involved.

Lloyd's will determine if a loss adjustor or solicitor is to be appointed, therefore please retain any relevant items/ documentation and confirm specifics of location/site where incident occurred.

## Contact Details For All Claims:

Triton  
Level 4, 48 Hunter Street, Sydney NSW 2000, Australia  
Phone - +61 (02) 8235 4044  
Email - DTW\_AU@triton-global.com

Any questions, please contact us on (02) 8412 3500.

# TABLE OF CONTENTS

<b>Your Policy .....</b>	<b>8</b>
<b>General Policy Conditions .....</b>	<b>9</b>
<b>General Exclusions .....</b>	<b>10</b>
<b>General Definitions .....</b>	<b>12</b>
<b>Section 1 - Buildings and Common Contents.....</b>	<b>17</b>
<b>Section 2 - Public Liability .....</b>	<b>23</b>
<b>Section 3 - Fidelity Guarantee .....</b>	<b>25</b>
<b>Section 4 - Office Bearer's Liability .....</b>	<b>26</b>
<b>Section 5 - Voluntary Workers (Personal Accident) .....</b>	<b>28</b>
<b>Section 6 - Legal Costs.....</b>	<b>30</b>
<b>Section 7 - Occupational Health and Safety Breaches .....</b>	<b>31</b>
<b>Section 8 - Tax Probe .....</b>	<b>32</b>
<b>Section 9 - Machinery Breakdown.....</b>	<b>34</b>

# YOUR POLICY

Provided you have paid or agreed to pay Us the premium, We will cover You for Accidental loss, damage and/or liability up to the Sum Insured set out for each of the policy cover sections that You have selected or listed as included in the Policy Schedule.

## Benefits and Features

Your policy offers You a wide range of covers and options from which You may choose:

### **SECTION 1: BUILDINGS AND COMMON CONTENTS**

This section covers You against Accidental loss or damage to Your Buildings and Common Contents.

### **SECTION 2: PUBLIC LIABILITY**

This section covers You for certain amounts You are legally liable to pay in respect of Personal Injury and Property Damage.

### **SECTION 3: FIDELITY GUARANTEE**

This section covers You in respect of fraudulent misappropriation of Your funds set aside for the financial management of Your affairs.

### **SECTION 4: OFFICE BEARER'S LIABILITY**

This section covers You against Loss resulting from any Claim arising from a Wrongful Act committed by a Committee Member.

### **SECTION 5: VOLUNTARY WORKERS (PERSONAL ACCIDENT)**

This section covers You against liability to pay compensation to a Voluntary Worker as a result of bodily injury.

### **SECTION 6: LEGAL COSTS**

This section covers Your Legal Costs for actions brought or threatened against You.

### **SECTION 7: OCCUPATIONAL HEALTH AND SAFETY BREACHES**

This section covers Your Legal Costs to appeal against any improvements, prohibition notice and the like imposed by any court or tribunal under any workplace occupational health and safety legislation or similar legislation.

### **SECTION 8: TAX PROBE**

This section covers You for Professional Fees that You incur with an Audit of Your Business's financial affairs.

### **SECTION 9: MACHINERY BREAKDOWN**

This section covers certain loss or damage of Your Machinery resulting from Breakdown.

The above summaries are indicative only. Full details of scope of covers, definitions, terms, exclusions and conditions are provided in each section of Your policy.

## Your Duty of Disclosure

Your disclosure obligations and the consequences of not complying with these obligations are outlined on page 4 of Your product disclosure statement.

## Cooling off period

If You cancel Your policy within the 30 day cooling off period, You will be returned the full amount You have paid unless You make or are entitled to make a claim under the policy within the cooling off period.



# General Policy Conditions

The following general conditions apply to all cover sections of this policy unless otherwise expressly stated.

## Your responsibilities

The extent of Our liability is conditional upon the following:

- **Alteration of Risk**  
You must notify Us in writing as soon as possible of any changes materially varying any of the facts or circumstances existing at the commencement of this policy or following any renewal of this policy including but not limited to:
  - > Alteration to the Buildings;
  - > Changes in profession carried on at the Situation;
  - > Changes in nature of occupation or other circumstances which increase the risk of loss, damage or liability claims.
- **Observance of Policy Terms and Conditions**  
You must follow all terms and conditions set out in Your policy.
- **Paying Your Premium**  
You must pay the premium by due date, otherwise We may refuse to pay a claim.
- **Reasonable Precautions**  
You must keep Your Buildings, Common Contents and Common Area in good condition.  
This includes:
  - > repairing faults or fixing defects in items such as roofs, gutters, drains, water pipes and tiled areas when they leak or need repair;
  - > taking all reasonable precautions to prevent bodily injury, destructive loss or damage to property; and
  - > complying and ensuring that You or anyone acting on Your behalf comply with all statutory obligations and by laws or regulations imposed by any public authority for the safety of property or person.

## Subrogation Rights

We will not be liable to pay any benefits under this policy for loss, damage or liability if You agree or have agreed to limit or hinder Our rights of recovery against any third party who would otherwise be liable to compensate You with respect to that loss, damage or liability.

## Transfer of interest

You will not transfer any interest in this policy unless We give You Our written consent.

## Jurisdiction

All disputes arising out of or under this policy shall be subject to determination by any court or competent jurisdiction within Australia according to the law which applies to that jurisdiction.

## Inspections

We (or agents appointed by Us) have the right to inspect and examine by mutual appointment, any property insured under this policy.

## Cancellation

- (a) This Policy may be cancelled at any time at the request of the Insured, in which case We will retain the customary short- period rate for the time this Policy has been in force.
- (b) We may also cancel this Policy by giving the Insured written notice to that effect where:
  - (i) the Insured or any person who was at any time the Insured failed to comply with the duty of utmost good faith;
  - (i) the person who was the Insured at the time when this Policy was entered into failed to comply with the duty of disclosure;
  - (ii) the person who was the Insured at the time when this Policy was entered into made a misrepresentation to Us during the negotiations for this Policy but before it was entered into;
  - (iii) the Insured or any person who was at any time the Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the Premium;
  - (iv) the Insured has made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover;

- (v) the Insured failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy; or
  - (vi) the Insured acted in contravention of or omitted to act in compliance with any condition of this Policy which empowers Us to refuse to pay, or reduce its/their liability in respect of, a claim in the event of such contravention or omission.
- (c) Our notice of cancellation takes effect at the earlier of the following times:
- (i) The time when another policy of insurance between the Insured and Us or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or
  - (ii) 4:00pm on the 15th (fifteenth) business day after the day on which notice was given to the Insured.

In the event that We cancel(s) this Policy, We will repay to the Insured a rateable proportion of the Premium for the unexpired Period of Insurance from the date of cancellation.

Should the Policy be cancelled as per (a), we will also charge an administration fee of \$100 plus GST to cover the costs incurred in the processing of the cancellation of the policy.

## Premium funders

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

## Sanctions Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, Australia, United Kingdom or United States of America.

## Severable Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part its obligations.

# General Exclusions

These exclusions apply to all sections of this Policy unless expressly stated otherwise in any section.

## 1. War, terrorism, radioactivity

This Policy excludes Loss, Damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

- (a) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) Any act(s) of Terrorism

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

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

- (c) Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

Provided that this Exclusion 1 (c) shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This Policy also excludes any Loss, Destruction, Damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

## 2. Biological or Chemical Materials

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use to pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## 3. Asbestos

Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## 4. Electronic Cyber Liabilities

We will not cover Loss, Destruction or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- (a) the response of a computer to any date or date change or;
- (b) the failure of a computer to respond to any date or date change or;
- (c) the loss of or denial of access to any data either your own or third party or;
- (d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- (e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

**COMPUTER VIRUS** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

Provided that this Exclusion shall not apply to any subsequent loss, destruction of or damage to such computer, mechanical and/or electronics system occasioned by or happening through any cause or event not otherwise excluded herein which results from any of the events referred to in this exclusion.

## HOW GOODS AND SERVICES TAX (GST) AFFECTS ANY PAYMENTS WE MAKE

In addition to the premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under this policy. No payment will be made to You for any GST liability that You may have on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an Input Tax Credit.

Despite the other provisions of this insurance (including provisions in the policy wording, the Policy Schedule and any endorsement), Our liability to You will be calculated taking into account:

- any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition,
- the GST exclusive amount of any supply made by Your Business which is relevant to Your claim.

If Your Sum Insured is not sufficient to cover Your loss, We will only pay an amount for GST (less any relevant Input Tax Credit that relates to Our proportion of Your loss. We will pay that GST amount in addition to Your Sum Insured.

'GST', 'Input Tax Credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## GENERAL DEFINITIONS

In all sections of this policy, capitalised words have the following meanings:

### **'accidental'**

Something You did not intend or expect to happen.

### **'aircraft'**

Any craft or object designed to travel through air or space, other than model aircraft.

### **'body corporate'**

Body Corporate means proprietors, members, owners or shareholders from time to time and is limited to the interest of proprietors, members, owners or shareholders in respect of the ownership of the Building and Common Contents defined under the terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation where the Insured Property is situated.

### **'buildings'**

All buildings as defined under the terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation that You own or are liable for, and including:

- > Anything permanently built, constructed or installed on Your Property.
- > Awnings and blinds that are fixed externally.
- > Boat jetties, pontoons, marinas, docks, wharves.
- > Floating floors.
- > In ground swimming pools and spas.
- > Outbuildings and the structural improvements.
- > Paint, wallpaper and temporary wall, floor and ceiling coverings inside any Unit.
- > Roads, paths, driveways, walls, gates, fences, elevators, escalators.
- > Tennis courts.
- > Underground and aboveground services.
- > Unfixed building materials and uninstalled fittings to an amount not exceeding 10% of the Sum Insured for Buildings, or \$100,000, whichever is the lesser.

But buildings do not include:

- > Fixtures that can be removed by the lessee or tenant at the end of a tenancy.
- > Mobile or fixed air conditioning units servicing a particular Unit, if the Strata laws applicable in Your State or Territory say they are not part of Your Buildings for Body Corporate insurance purposes.
- > Plants, lawns, trees, shrubs, pebbles, rocks, stones, soil, sand, bark or mulch other than as covered under Additional Benefit Landscaping.
- > Carpets, carpet underlay, curtains, blinds, awnings inside any Unit.

**'catastrophe'**

An event causing damage to Your Buildings and Common Contents which is declared by an Australian Federal or State Government Authority to be a natural disaster or a catastrophe.

**'common area'**

The area at Your Situation that is not part of any Unit.

**'common contents'**

Your unfixed property and carpets that You own or are liable for that are contained in the Common Areas, and include:

- > Documents of title but only for their value as stationery.
- > Garden tools and equipment including lawn mowers, golf carts, or golf buggies or similar items but only if those items are not required to be registered.
- > Money up to \$5,000.
- > Office, electronic and computer equipment.
- > Paintings, curios, work of art, tapestries, 'Persian' or similar rugs or contents up to \$10,000 for any one item, pair, set or collection.
- > Furniture, finishings, household goods, portable domestic appliances, light fittings, internal blinds and awnings.

But Common Contents do not include:

- > Animals, livestock, fish, birds or any other living organism.
- > Growing crops, trees or plants other than pot-plants.
- > Jewellery, furs, bullion, or articles containing gold or silver.
- > Mobile plant, motor Vehicles or trailers, caravans or motorcycles, including their accessories or spare parts whether fitted or not.
- > Personal property of Committee Members, Unit Owners or tenants.
- > Watercraft, hovercraft, aircraft.

**'event'**

An incident insured by this Policy, neither expected nor intended to happen by You, and which results in loss or damage, or series of loss or damage happening from that one Event.

**'excess or excesses'**

This is the first amount of any loss that You must pay before We pay Your claim. This amount, expressed as an Excess on the current Policy Schedule or elsewhere in the policy, will be deducted from the amount payable in respect of Your claim.

**'floating floors'**

Timber flooring that are not permanently installed with glue, bolt, screws or nails and that can be easily removed or replaced.

**'flood'**

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

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not altered or modified);
5. a reservoir;
6. a canal;
7. a dam.

**'fusion'**

The fusing or melting of the windings of an electric motor as a result of damage to the insulation due to overheating by electric current.

**'green'**

Use of environmentally friendly, sustainable materials, products or services of accredited Green Standard.

**'green standard'**

Accreditation of environmental friendly standards by agencies or organisations recognised by the Australian government and approved by Us as listed in the Policy Schedule.

***'hovercraft'***

Any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

***'indemnity value'***

The cost to rebuild, repair or replace Your Insured Property to a condition which is equal to or the same as but not more extensive than its condition prior to the loss.

***'input tax credit'***

The amount You can claim as a credit against the Goods and Services Tax (GST) You have paid.

***'insured property'***

The Buildings and/or Common Contents at the Situation.

***'land value'***

The value of Your land ascertained by reference to the sum certified by the Valuer General or other competent persons selected by Us.

***'money'***

Current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value.

***'office bearer'***

A Unit Owner or a nominee of a Unit Owner appointed as a member of Your executive committee. It does not include Your managing agent, strata manager or their employees in their capacity as Your Body Corporate managers or any contractor maintaining or managing Your Buildings.

***'period of cover'***

The time from which cover commences to the time cover expires. The dates are shown on the current Policy Schedule. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where You arranged the cover.

***'personal injury'***

- > Assault and battery not committed by You or at Your direction;
- > Bodily injury, death, sickness, disease, illness, shock, fright, mental anguish and mental injury;
- > False arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- > Libel, slander or defamation;
- > Wrongful entry or wrongful eviction or other invasion of privacy.

***'policy schedule'***

The most current schedule of insurance or any future renewal schedule, including any endorsements issued by Us in connection with this policy.

***'pollution or contamination'***

The discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land atmosphere, or any watercourse, or body of water (including ground water). Waste materials include material to be recycled, reconditioned or reclaimed.

***'property damage'***

Physical loss, destruction of or damage to tangible property including the loss of use thereof at any time resulting therefrom.

***'rent'***

An amount of Money calculated on the basis of the annual rentable value of a Unit or any part of the Common Area, including any outgoings payable by a tenant or lessee that applied immediately prior to the happening of the damage.

***'rewriting of records'***

The cost of rewriting, restoration or reconstruction of computer records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

***'situation'***

The Situation stated in the current Policy Schedule.

***'storm surge'***

An increase in the sea level caused by an atmospheric disturbance.

***'sum insured'***

The maximum amount We will pay for the benefit or the part of the benefit as shown in the Policy Schedule or otherwise in the policy and subject to the limits, terms, conditions and exclusions of the policy.

**‘temporary accommodation costs’**

An amount of Money calculated on the basis of the annual rentable value of a Unit including any outgoings payable by a tenant or lessee, that applied immediately prior to the happening of the damage.

**‘tsunami’**

An ocean wave, caused by an undersea earthquake or volcanic eruption.

**‘unit’**

An area shown as a Unit/Lot on the registered strata plan.

**‘unit owner’**

The registered owner of a Unit.

**‘unit owner’s improvements’**

Any improvements undertaken by a Unit Owner for their exclusive use and that are permanently attached to or fixed to Your Insured Property so as to become legally part of it.

**‘vehicle’**

Any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

**‘watercraft’**

Any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

**‘we’**

We, Us, Our means – The Underwriters shown in the Schedule.

**‘you’**

The entity or entities insured by this policy, as identified by name and/or number in the Policy Schedule, and “Your” has a corresponding meaning.

**CLAIMS PROCEDURES APPLICABLE TO ALL SECTIONS OF THIS POLICY**

You must follow the following procedures if something happens that causes loss or damage or injury which may lead to a claim. If You do not, We may refuse Your claim or reduce the amount We pay You. When such an Event occurs, You must:

- Take all reasonable steps to reduce the loss or damage and to prevent further damage or liability.
- Immediately advise the nearest police station if Your property has been stolen, lost, vandalised or maliciously damaged.
- Not make any admission of liability, offer, promise or payment in connection with any Event.
- Not authorise the repair or replacement of anything without Our agreement.
- Keep any property damaged or recovered from theft for inspection by Us or Our agent.
- At Your own expense, provide Us as soon as possible with any invoices, bills, demand letters or notices, other documentation or information together with a statutory declaration for the purpose of verifying and investigating Your claim.
- Allow Us or Our agent to enter Your property for inspections and to take and keep possession of or deal with the damaged property in a reasonable manner. You cannot abandon it to Us.

**Notification of a Claim**

If You wish to make a claim You must:

- Immediately contact Genesis Underwriting Pty Ltd.
- Give Genesis Underwriting Pty Ltd all the information and documentation We require.
- Immediately send Genesis Underwriting Pty Ltd any court documents or other communication You receive.
- Otherwise comply with all Your obligations under the policy.

**Proceedings and Negotiations**

- We have the right to make admissions, investigate, settle or defend a claim on Your behalf.
- We require You give Us all information and assistance as We may reasonably require.
- We have the right to take legal action in Your name against another person to recover any amount (or part of any amount) We have paid for a claim under this policy.

## When we may refuse a claim

We may refuse to pay a claim or We may pay a lesser amount if:

- You do not follow the above claims procedures.
- You do not do what Your duty of disclosure requires You to do (see page 4).
- You:
  - > are not truthful;
  - > have not given Us full and complete details; or
  - > have not told Us something when You should have.
- You do any of the following without Us agreeing to it first:
  - > make or accept any offer or payment or in any other way admit You are liable;
  - > settle or attempt to settle any claim; or
  - > defend a claim.
- You are in breach of any of the Policy conditions.

## Special Conditions

### Fraudulent Claims

If You or someone acting on Your behalf makes a fraudulent claim, We will:

- > refuse to pay the claim;
- > cancel the policy; and
- > take any necessary legal action against You.

### Other insurances

When You make a claim You must notify Us of any other insurance that covers or may cover the same loss or damage or injury.



# SECTION 1 – BUILDINGS AND COMMON CONTENTS

## What you are covered for

We will cover You against Accidental loss or damage to Your Buildings and Common Contents which occurs during the Period of Cover up to the Sum Insured shown in the Policy Schedule.

## What we shall also pay

Provided Your Buildings and Common Contents Sum Insured is not exhausted.

### Government Fees

We will pay any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority where payment of the fee, contribution or impost is necessary to obtain a permit to reinstate the Insured Property. This does not include any fines or penalties imposed upon You by any such authorities.

### Professional Fees

We will pay the reasonable fees of architects, surveyors and consulting engineers incurred to rebuild or repair Your Buildings and Common Contents where such rebuilding or repair is otherwise covered by this policy. This includes all incidental costs for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred. This does not include costs, fees and or other expenses for preparing any claim made under this section.

### Removal of debris

We will pay the reasonable costs incurred for the demolition, dismantling, necessary temporary repairs, cleaning up and/or removal, storage and disposal of debris if required as a result of any Event for which You are covered. Additional Benefits Your legal liability for the cost of removal of debris from adjoining primary property, services, roadways and waterways as well as on the site.

Following an Event We will extend Your Policy to include the following Additional Benefits over and above Your Building and Common Contents Sum Insured.

## Additional benefits

### Alterations and Additions

We will pay for loss or damage to alterations, additions and improvements You have made to Your Buildings and Common Contents during the Period of Cover, provided the value of such works does not exceed \$250,000 unless We have given Our written consent after We have been notified.

We will not pay where the builder is required to take insurance to cover such works.

### Arson Reward

We will pay a reward for information which leads to a conviction in connection with damage covered by this policy. The way We pay the reward to such person or persons providing this information will be at Our discretion.

The most We will pay is \$10,000.

### Capital Additions

We will amend Your Sum Insured by the amounts You have incurred when You have carried out additions, alterations and improvements to Your Buildings and Common Contents during the Period of Cover.

The most We will increase Your Sum Insured is by \$250,000.

### Claim Preparation Expenses

We will pay for the costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this policy provided before You incur these costs You have obtained Our written approval to incur such costs.

The most We will pay is \$100,000.

### Common Contents in the Open Air

We will pay for Common Contents in the open air. The most We will pay is \$5,000 any one Event for which you are covered.

### Cost of Hiring Meeting Venue

We will pay the reasonable cost of hiring a temporary meeting venue for You to conduct Your annual general meeting or committee meeting if You are unable to occupy Your usual meeting venue at Your Situation as a result of Insured damage to Your Buildings and Common Contents. The most We will pay is \$5,000.

### **Discharge of Mortgages**

We will pay the reasonable legal costs to discharge a mortgage or mortgages on Your Buildings and Common Contents following settlement of a claim on the basis of a total loss, whether actual or constructive.

The most We will pay is \$5,000.

### **Electricity, Water and Gas Charges**

We will pay for any additional electricity, gas, water, sewage and similar charges You have to pay following loss or damage to Your Buildings and Common Contents.

The most We will pay is \$2,000.

### **Emergency Accommodation Costs**

We will pay for the reasonable cost of emergency accommodation that the owner of a residential Unit may incur in the event the Unit becomes uninhabitable for its intended purposes as a result of damage to the Unit or to other property near the Unit which prevents access to the Unit.

The most We will pay is \$1,000 any one Unit.

### **Exploratory Costs**

- a) We will pay the reasonable costs incurred to identify and locate the source of water bursting, leaking, discharging or overflowing from pipes, water mains, tanks, apparatus or any other systems used to hold or carry water.
- b) We will also pay the costs of repairing or replacing the defective part or parts. The most We will pay is \$1,000.
- c) We will pay the costs of repairing the area of Your Buildings damaged by such exploratory work

### **Fallen Trees**

We will pay for the cost of removing and disposing of fallen trees or branches that have caused damage to Your Insured Property. We will not pay the cost of removing and disposing of tree stumps or roots.

The most We will pay is \$5,000.

### **Fusion**

We will pay the costs of replacing or repairing Your electric motors which have been damaged as a result of overheating caused by an electric current.

We will not pay such costs when the electric motor has an output in excess of 5 kilowatts or 6.7 HP, or after 20 years from the date of manufacture of the electric motor.

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

### **Green Upgrade**

If You repair or replace Your Buildings that are lost, destroyed or damaged during the Period of Cover from non-Green materials or products to Green environment improvements such as rainwater tanks, solar panels, with the result that the energy and water efficiency of Your Buildings is improved, We will pay You up to 25% more than the amount We would otherwise have paid to repair or replace the items that have been upgraded.

The most We will pay is \$25,000.

### **Landscaping**

We will pay for the reasonable costs to replace damaged trees, shrubs, plants, lawns or rock work belonging to You at the Situation that are lost, damaged or destroyed as a result of fire, vandalism, burglary, theft or impact by a Vehicle.

The most We will pay is \$25,000.

### **Loss of Rent, Temporary Accommodation Costs, Removal Costs**

We will pay the following benefits upon the happening of the following types of Events if Your Unit or Common Area cannot be occupied for its intended purposes or when reasonable access to or occupancy of Your Unit or Common Area is prevented as a result of damage to other property near Your Unit or Common Area.

The combined total amount We will pay under this Additional Benefit during any one Period of Cover is limited to 15% of the Buildings and Common Contents Sum Insured unless any other amount has been agreed to in writing and has been noted on the Policy Schedule.

### **Types of Benefits**

- > Loss of Rent (for Leased Units only)  
Where a Unit or Common Area is leased out or You can demonstrate by means of a signed agreement that it would have been leased out.
- > Temporary Accommodation Costs (for owner-occupied Units only).  
Reasonable Temporary Accommodation Costs until such time access to the Unit is regained and the Unit is fit to be reoccupied.
- > Cost of Reletting

Costs necessarily incurred in reletting the Unit or Common Area where a lease agreement is terminated as a result of damage to the Unit or Common Area. The most We will pay is \$1,500 any one Unit and any one Event

> Removal and Storage Costs

Reasonable costs incurred to remove, store and return undamaged Contents of the Unit Owner or Unit occupier and Common Contents.

**Types of Events and Payments**

> Loss or damage to Your Unit or no reasonable access to or occupancy of Your Unit or Common Area due to damage to other property near Your Unit or Common Area.

We will pay for either Loss of Rent or Temporary Accommodation Costs.

We will also pay for the Cost of Reletting and Removal and Storage Costs.

> Failure of Public Supplies

Failure of electricity, gas or water supply systems following damage to property belonging to the service providers.

We will pay for either Loss of Rent or Temporary Accommodation Cost provided the failure of services extends for more than 48 hours.

The most We will pay for is for a period of 30 days during any one Event.

> Government Order – bomb threat, murder and suicide, infectious disease

When Your Unit or Common Area is unable to be occupied by order of a competent Government, Public or Statutory Authority as a result of:

– Bomb threat, vermin, pests or defects in the drains or other sanitary arrangements at the Situation; or

– Murder or suicide occurring at or in the immediate vicinity of the Situation.

– An outbreak of an infectious or contagious human disease occurring within a 20 kilometers radius of the Situation. NO cover for highly pathogenic Avian influenza or any other diseases under the Quarantine Act 1908 and subsequent amendments irrespective of whether discovered at the Situation or elsewhere. We will pay for either Loss of Rent or Temporary Accommodation Costs. We will start paying from the date the order is invoked. The most We will pay for is for a period of 30 days during any one Event.

**Modifications**

When an Owner/occupier of a Unit is physically injured and becomes a paraplegic or quadriplegic caused by the same Event causing loss or damage to Your Buildings and Common Contents, We will pay the reasonable cost to modify the Unit.

The most We will pay is \$25,000.

**Prevention of Imminent Damage**

We will pay for necessary costs You incur to extinguish a fire on or near Your Buildings and Common Contents which causes or threatens Property Damage or for necessary costs to prevent or diminish imminent damage to Your Buildings and Common Contents by any other insured peril.

The most We will pay is \$50,000.

**Property of Others**

We will pay the Indemnity Value of property of others in Your physical or legal control that is not otherwise insured which is lost, damaged or destroyed.

The most We will pay is \$10,000 any one Event.

**Purchaser's Interest**

We will cover a Purchaser's legal interest in Your Buildings and Common Contents when the Purchaser has signed an agreement to purchase part or all of Your Buildings and Common Contents.

The most We will pay is \$50,000.

**Rewriting of Records**

We will pay You for Rewriting of Records or other documentation if they are lost or damaged by an Event for which You are covered.

The most We will pay is \$50,000.

**Replacement of Keys and Locks**

We will pay the cost of replacing locks, keys or combinations if the keys are lost or stolen or if there are reasonable grounds to suspect that keys have been stolen or copied or combinations have been obtained.

The most We will pay is \$10,000 during any one Period of Cover.

### **Strata Levies/Maintenance Fees**

We will pay the maintenance fees or strata levies owed by Unit Owners but which You are unable to collect despite using all reasonable measures due to their Units being unfit for habitation as a result of damage covered under this policy.

The most We will pay is \$2,000 any one Unit.

### **Temporary Protection and Security Guard**

Subject to Our prior written consent, We will pay the cost of temporary protection, including employment of security guards to safeguard Your Buildings and Common Contents pending repair or replacement following loss, destruction or damage for which You are covered.

The most We will pay is \$25,000.

### **Temporary Removal**

We will cover Your Common Contents while temporarily removed from Your Situation within the Commonwealth of Australia. We will also cover Your Common Contents whilst in transit during such temporary removal.

The most We will pay is \$5,000.

### **Unit Owner's Improvements**

We will, at our discretion, either replace, repair, or cash settle Unit Owner's Improvements that are destroyed or damaged. The replacement or repair must be carried out without unreasonable delay.

The most We will pay is \$250,000 any one Unit.

### **Water Removal**

We will pay the reasonable costs of removal of water from basements caused by rain, storm, or bursting or leaking of pipes.

The most We will pay is \$5,000 for any one Event.

## **Optional Cover**

### **Catastrophe Cover**

When 'Catastrophe' is shown in the current Policy Schedule, We will pay up to 15% over and above Your Buildings and Common Contents Sum insured if Your Buildings and Common Contents are totally damaged or destroyed as a result of a Catastrophe. We will not pay this additional amount if You do not reinstate Your Buildings and Common Contents.

## **How we will pay your claim**

### **Reinstatement or replacement**

We will pay the cost of rebuilding, replacing or repairing any damaged part of Your Buildings and Common Contents to the same condition as when they were new.

You may rebuild at another location provided the amount We pay is not increased.

When Your Buildings possess any architectural features or structural materials having an ornamental, antiquarian or historical character for which the original materials are not readily available and the features are outdated, We will rebuild or restore using the nearest equivalent materials and the original design.

For Buildings awaiting demolition, We will pay the salvage value of the building materials.

The necessary work of rebuilding, replacing or repairing must be commenced and carried out without unreasonable delay.

We will not pay for any extra costs resulting from You causing unreasonable delays in commencing or carrying out replacement, rebuilding or repairing.

### **Extra cost of reinstatement**

We will pay the extra costs of reinstatement of Your damaged Buildings necessarily incurred to comply with the requirements of any Act of Parliament or Local Authority or Municipality By Laws.

If the damage is less than 50% of the Replacement Cost of Your Buildings, Our liability shall be limited to the extra costs necessarily incurred in reinstating the damaged portions only.

We will not pay any of these extra costs incurred to comply with any such Act or By Laws with which You were required to comply prior to the damage.

### **Loss of land value**

We will pay You for the reduction in Land Value that results from the requirements of any Statutory Authority that reduces the floor area of Your Buildings. Loss of Land Value is the difference between the Land Value after rebuilding and the Land Value before the damage. We will deduct any sum payable by way of compensation by any such Authority.

### **Undamaged foundation**

Where Your Buildings are damaged but the foundations are not and any Government or Statutory Authority requires rebuilding to be carried out on another site, the abandoned foundations will be considered as destroyed. However, if the resale value of the original building is increased due to the presence of the abandoned foundations, the increase in resale value will be deducted from the final amount of the claim.

### **Floor space ratio**

When Your Buildings are damaged so as to constitute a total loss or constructive total loss and reinstatement of such damage is limited or restricted by any Government or Statutory Authority, We will pay the difference between:

- a) The actual costs incurred in reinstatement subject to the reduced floor space ratio; and
- b) The cost of reinstatement which would have been incurred had the reduced floor space ratio not applied.

The costs in (a) and (b) above include any costs necessarily incurred to comply with the requirements of any legislation or regulations.

### **What you are not covered for**

We will not cover Your Buildings and Common Contents for loss or damage arising from or caused by:

- Any process of cleaning, involving the use of chemicals other than domestic household chemicals.
- Consequential loss of any kind; other than as provided for under this policy.
- Demolition ordered by government or public or local authorities due to failure by You or Your agents to obtain any necessary permit.
- Erosion, collapse or any other earth movement.
- Flood
- Action of the sea, tidal wave, high water, Storm Surge.
- Heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to other property damaged as a result of such heating process involving the application of heat.
- Incorrect siting of Buildings.
- Inherent defects, structural defects, faulty materials or faulty workmanship, error in, omission of, or wrong design.
- Landslide or subsidence except when such loss or damage is directly caused by, and occurs within 72 hours of the following:
  - > storm, Tsunami, rainwater, snow or wind;
  - > earthquake;
  - > explosion; or
  - > escaping liquid.
- Legal liability of any nature You incur to pay compensation, fines, damages, penalties, interest or costs.
- Mechanical or electrical breakdown other than an electric motor burning out.
- Mildew, mould, rotting, pollutants, atmospheric or climatic conditions.
- Mice, birds, insects, rats or other vermin.
- Roots from trees, plants shrubs or grass.
- Vibration, heaving, creeping, shrinking, settling or expansion of foundations or supports of Your Buildings.
- Water entering Your Buildings as a result of structural defects, faulty design or faulty workmanship in the Buildings.
- Water entering Your Buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations or repairs.
- Wear, tear, concrete cancer, rust, corrosion, oxidation, fading or gradual deterioration.

## Special conditions

### Sprinkler installations

In regards to Your Buildings, in which an automatic sprinkler system is installed and which is owned by You or for which You are responsible for its operation and maintenance, You must:

- Ensure that the Buildings are protected as required by law by an approved installation of automatic sprinklers, automatic external alarm, signal and automatic alarm connected with a fire brigade.
- Ensure that due diligence is used so that the same shall at all times be maintained in good working order.
- Ensure that the automatic sprinkler installations are regularly maintained in accordance with Australian Standard AS1851 (Part 3).
- Notice of all alterations and additions to the automatic sprinkler installation shall be given to Us as soon as reasonably practicable.

### Reinstatement of sums insured

Following a claim for partial loss under this section, the Sum Insured will be reinstated by Us from the date of the loss provided You pay or agree to pay any additional premium that may be required by Us.

### Hazardous goods storage

Hazardous goods stored at Your Situation by any person as part of that person's business must be stored in quantities and in a manner that are in compliance with any relevant laws or regulations.

### Indexation

We will increase Your Sum Insured by the amount of which the Consumer Price Index has increased since You last renewed Your policy.

## Special Clauses

### Earthquake, subterranean fire, volcanic eruption excess

You will bear the first \$20,000 or 1% of the total Sum Insured at the Situation shown in the Policy Schedule, whichever is the lesser, for loss or damage to Your Buildings and Common Contents caused by earthquake, subterranean fire, volcanic eruption, or fire resulting from any of the above occurring during any period of 72 consecutive hours.

### Other excesses

You will bear any Excess shown in the Policy Schedule.

### Release clause

When You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from liability for loss, destruction, damage or legal liability insured against under this policy, such release is allowed without prejudice to this insurance.

## SECTION 2 - PUBLIC LIABILITY

### What you are covered for

We will pay all amounts You shall become legally liable to pay for:

- Personal Injury; and/or
- Property Damage

happening during the Period of Cover resulting from an Occurrence arising out of the ownership and management of the Insured Property and Common Area.

The most We will pay is the Limit of Indemnity shown on the Policy Schedule for any one Occurrence.

### Definitions for this section

#### **'employee or employees'**

Any person

- Engaged by You under a contract of service or apprenticeship, or
- Supplied to You pursuant to a contract of labour hire.

#### **'occurrence'**

An event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage neither expected nor intended to happen by You.

### Additional Benefits

#### **Car Park**

We will pay for all amounts You shall become legally liable to pay for damage to Vehicles that are not owned or being used by You or on Your behalf, where such damage occurs in a car park that You own at the Situation.

#### **Court Attendance**

If We require You to attend court in connection with a claim We will pay You up to \$300 per day for the duration of Your attendance.

#### **Legal Costs**

We will pay, with Our prior written consent, reasonable legal costs incurred, in addition to the limit specified in the Policy Schedule, in the investigation, defence or settlement of a claim for which cover is provided under this Section 2 of the policy.

#### **More Than One Insured**

When the Insured is made up of more than one party, each party will be granted indemnity as if they had a separate policy provided Our liability is not increased.

#### **Recreational Activities**

We will pay for all amounts You shall become legally liable to pay for Personal Injury and/or Property Damage resulting from an Occurrence during the Period of Cover arising from social or recreational activities arranged for and on behalf of Unit Owners or Unit occupiers.

### What you are not covered for

We will not pay any claim in respect of:

- Any agreement or contract You enter into. We will pay for Your liability if You would have been liable without the agreement or contract.
- Damage to or loss of property that belongs to You or any person You employ and that damage or loss arises from his employment with You.
- Construction, erection, alterations, or additions of any building or part of a building that cost more than \$500,000
- Demolition of buildings.
- Fines or other penalties, compensation of awards of aggravated, exemplary or punitive damages which You may be ordered to pay.
- Libel or slander made by You or at Your direction where You knew the relevant statement or representation to be false.
- Personal Injury to any Employee, if the Personal Injury arises out of their employment with You.

- Any liability imposed on or any sum sought to be recovered from You by the provision of any workers' compensation legislation, accident compensation legislation, or industrial award agreement or determination, including any claim against You for recovery of any payments made pursuant to or in respect of workers' compensation legislation where such payments or recovery are or were in respect of or concerning Employees.
- Personal Injury to any person who is NOT Your Employee but has been engaged to perform work for You or for Your benefit where the total contract price or value of the contract works irrespective of being carried out by one or more person/s exceeds \$ 25,000 during the Period of Cover.
- Personal Injury to any person whether an Employee or otherwise, who is engaged to perform building, demolition or construction work irrespective of the total contract price or the value of the contract works.
- Personal Injury or Property Damage arising from the ownership, custody or use of any Vehicle which is registered or required to be registered by law.
- Personal Injury or Property Damage intentionally caused by You or on Your behalf.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- The ownership, custody or use of any aerial device or Aircraft, boats exceeding four meters in length and Watercraft.
- Personal Injury and/or Property Damage directly or indirectly caused by Pollution or Contamination.
- This exclusion shall not apply where such Pollution or Contamination is sudden, identifiable, unexpected and unintended and has taken place in its entirety at a specific time and location.
- Any costs incurred in the prevention, removal, nullifying or cleaning-up of such Pollution or Contamination.
- Vibration or weakening of, removal of or interference with support to land, buildings or other property.
- Your car park being operated as a commercial car park.

## **Special Clause**

### **Release Clause**

When You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from Liability for loss, destruction or damage or legal liability insured against under this policy, such release is allowed without prejudice to this insurance.



## SECTION 3 - FIDELITY GUARANTEE

### What you are covered for

We will pay You for any loss You incur in respect of fraudulent misappropriation of Your Funds that occurs during the Period of Cover up to the Sum Insured stated in the Policy Schedule.

### Definitions for this section

#### **'funds'**

Money, securities or tangible property received by You or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs.

### What you are not covered for

We will not pay You for:

- Any loss discovered by You prior to the commencement of the Period of Cover.
- Any further loss that You incur in respect of any fraudulent misappropriation of Your Funds committed by the same person or persons after You have discovered the first loss, regardless of when the first loss was discovered.
- Losses that You can recover under any other fidelity bond or fund of any type.
- Losses that You discover more than 9 months after the expiry of this policy by cancellation or non-renewal.

### Special Conditions

You must agree to withhold, but only to the extent You are allowed by law, Moneys or assets that are the property of that person or persons who have or whom You reasonably believe have caused You a loss as a result of fraudulent misappropriation of Your Funds.

We will reduce the amount of the loss We pay You by the amounts withheld or retained.

## SECTION 4 – OFFICE BEARER’S LIABILITY

### **This section is on a claims made basis**

Any Claim first made against You must be notified to Us during the Period of Cover.

### **What you are covered for**

We will indemnify You for Loss resulting from any Claim first made against You during the Period of Cover and notified to Us during the Period of Cover as a result of a Wrongful Act that occurs after the commencement date of the Period of Cover.

The maximum amount We will pay during any one Period of Cover is the Sum Insured shown on the Policy Schedule regardless of the number of Claims made or reported during that Period of Cover.

### **Definitions for this section**

#### **‘claim’**

Any writ, summons, legal proceedings or written or verbal demand issued or served upon You, or a Committee Member and alleging a Wrongful Act.

#### **‘committee member’**

- A member or former member of the committee of the governing body of the Buildings appointed to act as an Office Bearer.
- Includes a strata manager, director, partner, representative or employee of a strata management company, who is or was appointed as a committee member (as defined above) but only to the extent to which they are acting as an appointed member of the committee.

#### **‘loss’**

The amount of Money payable in respect of:

- A judgment ordered by a court.
- Reasonable legal costs incurred by a Committee Member, with Our written consent, in the investigation, defence or settlement of a Claim or circumstances that may give rise to a Claim.
- Reasonable legal costs awarded against a Committee Member.

#### **‘wrongful act’**

Includes an omission, and means any actual or alleged:

- Making of an incorrect or misleading statement.
- Failure to comply with that person’s duty or not carrying that person’s duty properly.
- Breach of duty.
- Failure to act as required.

#### **‘you and your’**

The Insured name shown on the Policy Schedule and also includes a Committee Member.

### **Additional Benefits**

#### **Continuous Cover**

We will also indemnify You for Loss resulting from any Claim first made against You that should or could have been notified to Us in a previous Period of Cover, provided:

You have continuously maintained the Office Bearer’s Liability cover with Us since the time when such notification should have been given and up to and including the time such notification is given;

the applicable terms, conditions and exclusions including the limit of liability will be those applicable to our Office Bearer’s Liability insurance under which the claim should have or could have been made.

#### **Retroactive Cover**

We will indemnify You for Loss resulting from any Claim first made against You during the Period of Cover and notified to Us during the Period of Cover or within 30 days thereafter as a result of a Wrongful Act that occurs prior to the commencement date of this insurance, provided:

- You first become aware of the claim during the Period of Cover; and
- You have maintained the same Office Bearer’s Liability insurance as that which You held on the date of the relevant Wrongful Act.

## What you are not covered for

We will not pay for any Loss in connection with any Claim resulting from or arising out of:

- Any action against You initiated, threatened or intimated before this policy commenced.
- Any action brought against You in a court of law outside Australia.
- Any Money or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to Your Memorandum of Articles or as prescribed by law.
- Any profit or advantage gained by You to which You were not legally entitled to or for which You may be held accountable to the Body Corporate or any member thereof.
- Any circumstances of which You had become aware prior to the commencement date of this
- If any of the events 1 to 7 set out in the Table of Cover below, happens to a Voluntary Worker as a result of bodily injury, We will pay the Voluntary Worker or their legal representative the corresponding Benefit to that Event.
- Any punitive, exemplary or aggravated damages, fines or penalties.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- Your failure to first notify Us of a Claim against You in the current Period of Cover, except as specifically provided in this Section of the policy.

Your failure to first notify Us of a claim against You in the current Period of Cover, except as specifically provided in this Section of the policy.

## SECTION 5 - VOLUNTARY WORKERS (PERSONAL ACCIDENT)

### What you are covered for

If any of the events 1 to 7 set out in the Table of Cover below, happens to a Voluntary Worker as a result of bodily injury, We will pay the Voluntary Worker or their legal representative the corresponding Benefit to that Event.

#### Table of cover

Events	Benefit
1 Death	\$200,000
2 Total and Permanent loss of sight in both eyes	\$200,000
3 Total and Permanent loss of use of both hands or both feet or one hand and one foot	\$200,000
4 Total and Permanent loss of use of one hand or one foot	\$100,000
5 Total and Permanent loss of sight in one eye	\$100,000
6 Total disablement from engaging or attending to usual occupation (per week)	\$2,000
7 Partial disablement from engaging or attending to usual occupation	\$1,000

We will only pay one benefit for any injury, except as described below:

Where a payment is made for events 1, 2 or 3, it will be reduced by any payment made for Event 4 and 5 for the same injury.

Where a payment is made for events 1, 2, 3, 4 or 5, it will be reduced by any payment made for Event 6 and 7 for the same injury.

We will only pay if the injury has occurred during the Period of Cover while the Voluntary Worker is actually engaged in voluntary work on Your behalf.

The most We will pay under this section is specified on the Policy Schedule.

### Definitions for this section

#### Voluntary Worker

A Unit Owner, a nominee of a Unit Owner or an Office Bearer who voluntarily does work or perform duties in or around Your Buildings and the Common Areas, other than in respect of the Unit Owner's own Unit.

An employee or contractor or any person who receives financial reward or remuneration is not deemed to be a Voluntary Worker.

### Additional benefits

We will also pay the following costs if a Voluntary Worker is injured in circumstances covered by this Policy:

#### Funeral Expenses

Funeral expenses due to death following bodily injury. The most We will pay is \$5,000.

#### Domestic Assistance

Reasonable cost of domestic assistance following injury. The most We will pay is \$5,000.

#### Travel Expenses

Travel expenses in obtaining necessary medical treatment following bodily injury. The most We will pay is \$2,000.

#### Other Costs Incurred

Costs which the Voluntary Worker incurs that are not recoverable from any other sources. The most We will pay is \$2,000.

## **What you are not covered for**

We will not pay for any claim:

- For childbirth or pregnancy, miscarriage or any complications with pregnancy.
- To persons under the age of 12.
- For any pre-existing injury or mental illness.
- For self-inflicted injury, suicide or any attempt thereat.
- If the Voluntary Worker is intoxicated or under the influence of alcohol or drugs including prescription drugs.
- For events 6 and 7 no more than 104 weeks for the same injury.
- For events 6 and 7 if the Voluntary Worker is not in paid employment at the time of the injury.
- For any amount the Voluntary Worker can recover from any registered health fund, Medicare or any other insurance.
- If the injured Voluntary Worker does not obtain and follow medical advice from a qualified practitioner as soon as possible after any bodily injury has occurred.

## **Special Conditions**

We may, at Our own expense, request the injured Voluntary Worker to have a medical examination.

We may, at Our own expense, request a post- mortem examination in the event of death.

## SECTION 6 - LEGAL COSTS

### What you are covered for

We will pay Your Legal Costs You necessarily and reasonably incur for actions brought or threatened against You within the Commonwealth of Australia during the Period of Cover and that are notified to Us in connection with or arising out of:

- The ownership and management of the Insured Property and Common Area.
- The terms of a contract or alleged contract of employment with an employee, ex-employee or a prospective employee or discrimination legislation with an employee, ex-employee or a prospective employee.
- The operation of the Competition and Consumer Act 2010 (Cth).

Provided You have obtained Our consent in writing and You satisfy Us that there are reasonable prospects of success which warrant You pursuing or defending the legal proceedings. The onus of providing sufficient information to enable Us to make a decision as to whether the prospects warrant pursuing or defending the proceedings (and the costs of providing such information) lies with You.

The most We will pay under this section is specified on the Policy Schedule.

### Appeal Procedure

If You wish to appeal against any decision made by a court and tribunal You must advise Us in writing and state the reasons for making such an appeal at least five clear business days prior to the expiry of the time for instituting an appeal or as soon as possible if the time allowed by law is less than the five clear business days. You must obtain our written consent to the appeal.

If We wish to appeal any decision made by a court or tribunal You must reasonably co-operate with Us in bringing such an appeal.

### Definitions for this section

#### 'legal costs'

The reasonable legal fees, charges and expenses We have accepted and approved in writing for the investigation, defence, monitoring or settlement of any claim.

### What you are covered for

- We will not pay for Legal Costs in connection with any actual or threatened claim in respect of or arising from or relating to:
  - A conflict or Your duty or interest.
  - A deliberate act including a deliberate act of fraud or dishonesty committed by You or on Your behalf.
  - A dispute which occurred prior to the commencement of the Period of Cover.
  - A dispute which You knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings brought against You.
  - Fines or other penalties, compensation or awards of aggravated, exemplary or punitive damages You may be ordered to pay.
  - Libel, slander or defamation.
  - The pursuit or defence of a claim or legal proceedings without Our written consent or contrary to or in a different manner from that advised by any solicitor appointed by You or by Us (and in the event of a discrepancy, the view of our appointed solicitor shall prevail).
- Any proceedings brought by Us or brought by You or on Your behalf.

## SECTION 7 - OCCUPATIONAL HEALTH & SAFETY BREACHES

### What you are covered for

We will pay Your Legal costs You necessarily and reasonably incur in the pursuit of an appeal against any improvement, prohibition notice or determination imposed on You pursuant to any workplace occupational health and safety legislation or similar legislation by any court or tribunal during the Period of Cover and which is notified to Us during the Period of Cover.

Provided You have obtained Our consent in writing and You satisfy Us that there are reasonable grounds of success for pursuing or defending the legal proceedings.

The most We will pay under this section is specified on the Policy Schedule.

### Definitions for this section

#### 'legal costs'

The reasonable legal fees, charges and expenses We have accepted and approved in writing for the investigation, defence, monitoring or settlement of any claim.

### What you are not covered for

We will not pay for Legal Costs in connection with any actual or threatened claim in respect of or arising from or relating to:

- A conflict of Your duty or Your interest.
- A deliberate act including a deliberate act of fraud or dishonesty committed by You or on Your behalf.
- Fines or other penalties, compensation or awards of aggravated, exemplary or punitive damages You may be ordered to pay.
- Libel, slander and defamation.
- A proceeding, improvement or prohibition notice which occurred prior to the commencement of the Period of Cover.
- A proceeding which You knew or ought reasonably to have known was likely to give rise to a claim or legal action brought against You or an improvement or prohibition notice which You knew or ought reasonably to have known was likely to be issued against You.
- The pursuit or defence of a claim or legal proceedings without Our written consent or contrary to or in a different manner from that advised by any solicitor appointed by You or by Us.
- Any proceedings brought by Us or brought by You or on Your behalf against Us.

## SECTION 8 - TAX PROBE

### What you are covered for

We will pay the Professional Fees incurred by You in connection with an Audit of Your Business financial or tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory department body or agency, if the Audit was commenced and is notified to Us during the Period of Cover.

Provided You have obtained Our written consent before those fees were incurred.

The most We will pay under this section is specified on the Policy Schedule.

### Definitions for this section

#### **'audit'**

The audit of a Return, submitted by You or by others on Your behalf, by the Australian Tax Office or by any Australian Commonwealth State or Territory department, body or agency or authority which is duly authorised to conduct such an audit.

#### **'auditor'**

An officer who is authorised under Commonwealth State or Territory legislation to carry out an Audit of Your taxation or financial affairs or Return.

#### **'business'**

Your ownership of the Insured Property.

#### **'concluded decision'**

Written notification of the Auditor's concluded views in connection with a return and includes any written statement which is intended by the Auditor to be its findings in connection with a Return or the basis upon which it proposes to act in connection with a return.

#### **'professional advisor'**

An accountant who is a member of a nationally recognised accounting body, a registered tax agent or a tax consultant.

#### **'professional fees'**

Reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit.

#### **'return'**

Any Return legally required to be and actually lodged with an Australian Commonwealth, Federal or State government or government authority by You or on Your behalf.

### What you are not covered for

We will not pay in respect of any Audit where a return has been lodged:

- more than three months after the lodgment date prescribed; or
- after the date prescribed by an authorised extension.

In respect of any Audit where a return has been prepared, lodged or submitted dishonestly or fraudulently and where the supporting documents have been falsely created or collected for any:

- amounts sought by any amended notice of assessment;
- additional tax, duty government imposed or the like;
- fines or penalty imposed; or
- costs in legally pursuing or defending any legal actions against You or initiated by You.



## Special Conditions

You must comply with the following conditions before We may pay You Professional Fees:

- All taxation and other returns must be lodged and all taxes paid within the three months of the time limits prescribed by statute or, if an extension is granted.
- You must make full and complete declaration of all assessable income, including capital gains.
- The Audit commences at the time You or Your Professional Adviser first receive notice that the Auditor proposes to conduct an audit and is completed when:
  - > The Auditor has given notice to that effect;
  - > The Auditor notifies You that it has made a Concluded Decision about Your Returns;
  - > When the Auditor has issued an assessment or amended assessment of Your Returns;
  - > In the absence of the above where Your Professional Adviser declares in writing that such an Audit has been completed.

## SECTION 9 – MACHINERY BREAKDOWN

### What you are covered for

We will cover You against Breakdown of Your Machinery whilst at Your Situation occurring during the Period of Cover.

You can choose between two options of cover:

- 1) Specified Items Cover
- 2) Blanket Cover

The cover selected and the most we will pay under this section for either Blanket Cover or Specified Items Cover is specified on the Policy Schedule.

### Definitions for this section

#### **'breakdown'**

Sudden and unforeseen physical damage (excluding Fire) which requires immediate repair or replacement to enable normal operation to continue.

#### **'blanket cover'**

The maximum amount We will pay for any one claim is the limit any one loss specified in the Policy Schedule and applies irrespective of the type of Machinery involved.

#### **'machinery'**

- Lifts, elevators and inclinators provided they are subject to a current comprehensive maintenance agreement.
- Electrical and mechanical items including electronic and other integral parts of the items insured as per Policy Schedule.

#### **'specified items cover'**

The maximum amount We will pay for a Breakdown of Machinery is the relevant Sum Insured stated opposite each item specified in the Policy Schedule.

- 1) In the event of Breakdown, We will at Our option pay You, up to the Sum specified on the Policy Schedule less the applicable Excess, the reasonable cost of repair or replacement necessary to return the insured item to its former state of operation including:
  - a) cost of dismantling, re-erection, cleaning up and removal of debris;
  - b) replacement of refrigerant, lubricating or insulating oil lost from an insured item as a direct result of Breakdown;
  - c) charges for overtime and work on public holidays where necessarily and reasonably incurred;
  - d) freight within the Commonwealth of Australia by any recognised scheduled service;
  - e) overseas air freight by any recognised scheduled service and/or overseas labour; and
  - f) the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair damage to any Machinery.

Provided the total of all these extra costs in clauses 1(c), 1(d), 1(e) are limited to 50% of the normal cost of repair payable under this section.

- 2) A Breakdown which can be repaired must be repaired, however should the item be uneconomical to repair due solely to the nature of the Breakdown, settlement will be as follows:
    - a) The cost of replacement of the Machinery by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the insured item when new;
    - b) The Sum Insured for the Machinery. We will pay the lesser of 2(a) and (b).
- We shall not be required to replace the insured item exactly, but only as circumstances permit.
  - The value of any salvage will be subtracted from any amount payable under this section.
  - The amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.
  - Where components or manufacturer's specifications are no longer available due to obsolescence, the basis of settlement will be the cost which would have been incurred if components or specifications had still been available.
  - Notwithstanding any other clause in this section Our liability shall not exceed the Sum Insured as shown in the Policy Schedule in respect of the Machinery which has suffered Breakdown.

## What you are not covered for

We will not pay for:

- The cost of:
  - > replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, parts made of glass, porcelain or ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
  - > replacement of unserviceable component parts worn through normal machine operations;
  - > adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
  - > replacement of refractory or brickwork forming part of Machinery.

Unless necessary as part of the rectification of Breakdown not otherwise excluded under this section.

- The cost of:
  - > alteration, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
  - > damage caused by the movement of foundations, masonry or brick work; or;
  - > maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
  - > modification or alteration of Machinery to enable it to operate with a more ozone- friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer, unless conversion is necessitated by Breakdown;
  - > removal or installation of underground pumps and well casings. Unless specifically noted on the Policy Schedule, this exclusion does not apply to submersible pumps.
  - > repair of scratches chipping or discolouration to painted or polished surfaces, unless resulting from Breakdown;