

Contract of Sale of Land

Property:

Unit 4, 13 Belfort Street, Dandenong VIC 3175

May's Conveyancing
301 Springvale Road
SPRINGVALE VIC 3171
Tel: 03 9546 2873
Fax: 03 9547 6048
Ref: LL:18016

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: MY QUYNH VUONG and HUE MINH VUONG

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts - ASAP Group
Address: Office 2, 82 Cheltenham Road, Dandenong VIC 3175
Email: chris.zhang@harcourts.com.au
Tel: 8743 2506 Mob: 0434 627 345 Fax: Ref: Chris Zhang

Vendor

Name: My Quynh Vuong and Hue Minh Vuong
Address: Unit 4, 13 Belfort Street, Dandenong VIC 3175
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: May's Conveyancing
Address: 301 Springvale Road, Springvale VIC 3171
Email: info@maysconveyancing.com.au
Tel: 03 9546 2873 Mob: Fax: 03 9547 6048 Ref: 18016

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11417 Folio 618	4	PS 648632W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: UNIT 4, 13 BELFORT STREET, DANDENONG VIC 3175

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixtures and fittings of a permanent nature in the same condition and with all defects as inspected..

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special Condition 1 - Identity of Land

The Purchaser admits that the land as offered for sale and inspected by him/her is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions, claim any compensation, rescind the contract or delay settlement for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended). Without limiting Special Condition 5, the Purchaser shall not be entitled to make any objection or claim for compensation in respect of or by reason of:

- (a) Any boundary of the Land being unfenced or any boundary fences or wall being not upon or within such boundary;
- (b) Any alterations in the number of lots in the Plan or numbering, size or locations or entitlements or permitted use of any lot in the Plan) other than the Lot);
- (c) The existence or passage through or on the Property or any adjoining lot of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to the Property or other adjoining lot or jointly or to both or otherwise and whether subject to registered easement or otherwise.

Special Condition 2 - Condition of Property and Chattels

The Purchaser acknowledges that he/she has inspected the Property and Chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

The Purchaser acknowledges and declares that he/she has purchased the property as a result of his/her own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his/her consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The Purchaser acknowledges and agrees that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendor's Title and it is agreed that the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. It is agreed that the Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

Special Condition 3 - The Purchaser agrees that

- (a) Prior to signing this Contract the Purchaser inspected and established the state and condition of the Property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering of Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;
- (b) Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.
- (c) The Purchaser acknowledges and agrees that it has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale. The Purchaser agrees and acknowledges that the Vendor has made no representation whatsoever as to the suitability of the Property for any future purposes (including development) not the existence or possible issue of consents or permits in respect of the property and that the Purchaser has relied on its own searches and enquiries as to the issue of any consent or permit in respect of the Property

Special Condition 4 - Default

- (a) General Condition 33 of the Contract of Sale is deleted and replaced with "If the Purchaser defaults in payment of any money under this Contract the, without prejudice to any other rights of the Vendor, interest at a rate of 15% calculated daily and computed upon the money overdue during the period of default; must be paid by the Purchaser to the Vendor upon demand".
- (b) If the Vendor has purchased another property which is reliant upon the sale of the property described in this transaction, the

Vendor is entitled to charge any interest and/or charges incurred to him/her on such purchase due to the default of the Purchaser in this transaction.

- (c) If the Purchaser breaches this Contract then in addition to the Vendors' other rights under this Contract the Purchaser:
- I. Must remedy the relevant breach and where the breach is incapable of remedy, pay compensation to the Vendors' satisfaction;
 - II. Must pay to the Vendor an amount equal to all costs, liability, loss or damage suffered or incurred by the Vendor as a result of the breach;
 - III. Is responsible for and indemnifies the Vendors against Loss.
- (d) The Vendors Conveyancer will charge an amount of \$165.00 to the Purchaser where the Purchaser defaults under this Contract of Sale including failure to settle on scheduled date and each time it is to be rescheduled a further \$165.00 shall be charged.

Special Condition 5 - Purchasers buying unequal interest

If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("proportions"). If the proportion recorded in the transfer differs from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchaser fully indemnifies the Vendor, the Vendors' agent and the Vendors' legal practitioner/Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract. This Special Condition will be not merge on completion.

Special Condition 6 - Nomination

If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser must, at least 21 days before the settlement date, nominate a substitute or additional Purchaser ("the Nominee") the Named Purchaser remains personally liable for the due performance of the all the Purchaser's obligations under this Contract of Sale. If the Purchaser nominates within 21 days from settlement date, the Purchaser acknowledges that the nominee will be charged an amount of \$220.00.

Special Condition 7 - Statement of Adjustments

The Purchaser or it's representative shall deliver the statement of adjustments at least 7 business days prior to Settlement with all supporting certificates. If it is received within 5 business days prior to Settlement, the Vendor may elect for Settlement to take place 7 business days after they are confirmed to be received by the Vendor's Conveyancer, the Purchaser will be deemed to be in default of the Contract of Sale and penalties and rescheduling fees will be charged from the original Settlement date. It is noted that Land Tax is not an adjustable item.

Special Condition 8 – Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that any approval required under the *Foreign Acquisitions and Takeovers Act 1975 (cth)* to enter into this Contract has been obtained or that a Statement of non-objection in connection with the *Foreign Acquisition and Takeovers Act 1975 (Cth)* has been obtained. The Purchaser undertakes to keep the Vendor fully indemnified against any loss, real or consequential, which the Vendor or the Vendor's appointed servants or agents may suffer as a result of the Purchaser failing to obtain the aforesaid approval or statement of non-objection or both which failure results in loss or damage to the Vendor.

Special Condition 9 – SRO Duties Form

Once the Purchaser has confirmed with the Vendor's representative that all special conditions benefiting the Purchaser have been met (e.g. finance, building, pest, subject to sale);

- (a) The Vendor must prepare the electronic document require for assessment within the State Revenue Office Duties Online (DOL) system and provide the Purchaser with the DOL document ID number.
- (b) The above statement/document must be finalized to a state where it is ready for signature by the Purchaser not less than fourteen (14) days prior to Settlement.
- (c) Should the Purchaser fail to finalise the Duties On Line Document at least 14 Days prior to Settlement or the Purchaser changes the Duties Online Document creating a need for the Vendor to resign the Duties on Line Form the Vendor will not be required to settle this matter for 14 Days from that date and the Purchaser will be deemed to be in default of the Contract of Sale and penalties and rescheduling fees will be charged from the original Settlement date

Special Condition 10 – Variations to the Contract of Sale

If the Purchaser requests for any variations to the Contract of Sale particulars such as extensions for finance and deposit or variation to the due date for Settlement, the Purchaser acknowledges that they will incur a fee of \$165.00 per each variation request.

Special Condition 11 - General Conditions deleted

General Conditions 31.3, 31.4, 31.5 and 31.6 are deleted.

Special Condition 12 - Auction Conditions (if applicable)

- (a) The property is offered for sale by public auction subject to the Vendor's reserve price. The rules for the conduct of the auction will be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 (Vic) ("Regulations") or any rules prescribed by the Regulations which modify or replace those Schedules.
- (b) The Purchaser acknowledges that within a reasonable time before the auction of the property the auctioneer provided and the Purchaser inspected Schedule 1 of the Regulations – Rules for the conduct of Public Auctions of land and Schedule 5 of the Regulations – Information concerning the conduct of Public Auctions of land.

(c) The Purchaser acknowledges and confirms that the auction of the property was conducted in accordance with the Regulations.

Special Condition 13 – Swimming Pool/Spa

If a swimming pool and/or spa as defined in the Building Regulations 1994 is constructed on the property and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the Building Regulations 1994, the Vendor will not be obliged to comply with those regulations either prior to or after Settlement date and the Purchaser must not make any requisition, claim compensation or delay Settlement as a result of any non-compliance.

Special Condition 14 – Solar Panels

This special condition only applies if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
- (b) the Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) the Vendor makes no representations or warranties with respect to the solar panels in relation to their conditions, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special Condition 15 - Christmas and New Years Holiday Period

15.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December 2025 and is set between the 20th of December 2025 and the 15th of January 2026 then this special condition shall prevail and have effect to alter the Settlement of this Contract of Sale and will be set on 23rd of January 2026

15.2 Neither party may issue a Default Notice on the other party between 20 December 2025 and 23 January 2026 arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 15.1.

15.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 15.

15.4 Should the due date for any special conditions, including but not limited to financial approval, pest and building conditions fall between the 20th of December 2025 and 15th of January 2026 (inclusive) then this special condition shall prevail and have effect to alter the due date for such condition to the 16th of January 2026

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

VENDOR STATEMENT

VENDOR: My Quynh Vuong &
Hue Minh Vuong

PROPERTY: Unit 4, 13 Belfort Street,
Dandenong VIC 3175

MAY'S CONVEYANCING

301 SPRINGVALE ROAD, SPRINGVALE VIC 3171

T: 9546 2873

F: 9547 6048

EMAIL: INFO@MAYSCONVEYANCING.COM.AU

REF: 18016


Vendor Statement


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

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

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

Land	UNIT 4, 13 BELFORT STREET, DANDENONG VIC 3175	
-------------	---	--

Vendor's name	MY QUYNH VUONG	Date 18 / 8 / 2025
Vendor's signature		
	x 	

Vendor's name	HUE MINH VUONG	Date 18 / 8 / 2025
Vendor's signature		
	x 	
	<u>Hue Minh Vuong (Aug 16, 2025 18:55:01 GMT+10)</u>	

Purchaser's name	Date / /	
Purchaser's signature		
Purchaser's name	Date / /	
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
--------	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ The required specified information is as follows:

- | | |
|-----------------------------------|-----------------------------------|
| (a) Name of planning scheme | Greater Dandenong Planning Scheme |
| (b) Name of responsible authority | City of Greater Dandenong |
| (c) Zoning of the land | GRZ - General Residential Zone |
| (d) Name of planning overlay | None |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11417 FOLIO 618

Security no : 124127007536J
Produced 11/08/2025 11:08 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 648632W.
PARENT TITLE Volume 08013 Folio 017
Created by instrument PS648632W 26/04/2013

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
MY QUYNH VUONG of 4/13 BELFORT STREET DANDENONG VIC 3175
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
HUE MINH VUONG of 4/13 BELFORT STREET DANDENONG VIC 3175
AN896660U 03/06/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN896661S 03/06/2017
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS648632W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 03/06/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS648632W

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet





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Document Identification	PS648632W
Number of Pages (excluding this cover sheet)	3
Document Assembled	11/08/2025 11:08

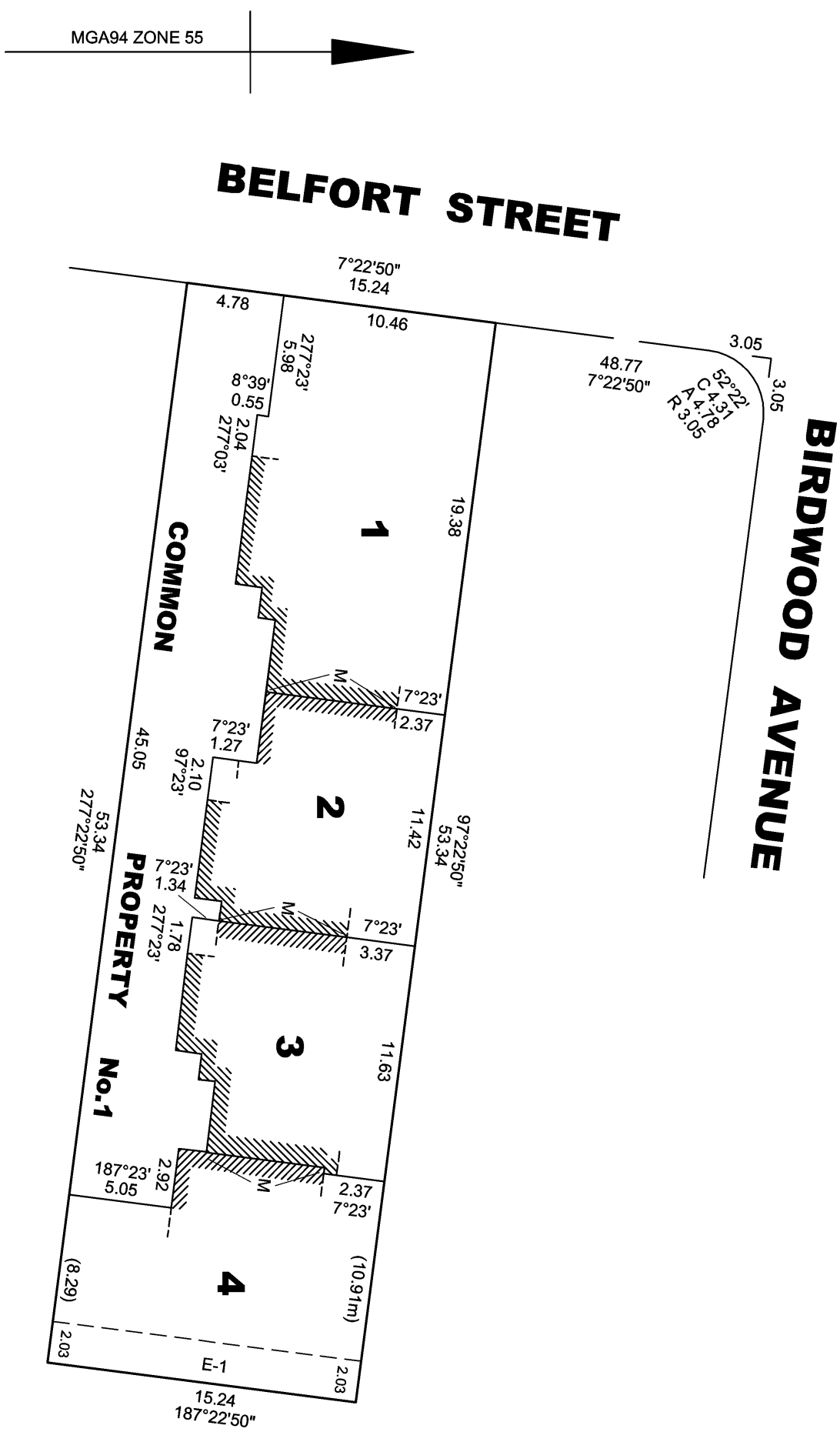
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PLAN OF SUBDIVISION		STAGE NO. <hr/>	LRS use only. EDITION 1	Plan Number PS 648632 W
<p style="text-align: center;">Location of Land</p> <p>Parish: DANDENONG</p> <p>Township: _____</p> <p>Section: _____</p> <p>Crown Allotment: _____</p> <p>Crown Portion: 19 (PART)</p> <p>Title Reference: VOL.8013 FOL.017</p> <p>Last Plan Reference: LOT 5, LP 12246</p> <p>Postal Address: 13 BELFORT STREET DANDENONG, 3175</p> <p>MGA Co-ordinates E 341805 N 5794760 Zone: 55</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: GREATER DANDENONG Ref.</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal</p> <p>Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal</p> <p>Date / /</p>		
Vesting of Roads and/ or Reserve				
Identifier	Council / Body / Person			
NIL	NIL			
		Notations		
		<p>Staging This is not a staged subdivision Planning Permit No.</p>		
		<p>Depth Limitation NIL.</p>		
		THIS IS A SPEAR PLAN		
<p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p>For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p>		<p>2011 Subdivision (Registrars requirements) Apply</p> <p>BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY CONTINUOUS HATCHED LINES.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>Median Boundaries marked M</p> <p>External Face All other boundaries</p> <p>Survey This plan is based on survey</p> <p>This survey has been connected to Permanent Mark No(s) Dandenong 162 In Proclaimed Survey Area No.</p>		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements & Rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.03	THIS PLAN	SOUTH EAST WATER LIMITED
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>AMS CONSULTING LAND SURVEYORS SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153 PO BOX 6141, WANTIRNA MALL, 3152 TELEPHONE: (03) 9720 5001 FACSIMILE: (03) 9720 5001 MOBILE: 0418 361 193 EMAIL: amso@bigpond.net.au</p> <div style="text-align: center;">  ACN 058 815 993 </div> </div> <div style="width: 25%;"> <p>LICENSED SURVEYOR : ANDREW MALCOLM SMITH</p> <p>Signature DIGITALLY SIGNED Date</p> <p>REF. 3095 VERSION 2</p> <p style="text-align: right; font-size: small;">3095SPEARSUBD3SHVER2.dwg</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>LRS use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 19/04/2013</p> <p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 11:47AM</p> <p>DATE 26/04/2013</p> <p style="text-align: right;">J Khaouli Assistant Registrar of Titles</p> </div> <div style="width: 25%;"> <p>Sheet 1 of 2</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>AMS CONSULTING LAND SURVEYORS SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153 PO BOX 6141, WANTIRNA MALL, 3152 TELEPHONE: (03) 9720 5001 FACSIMILE: (03) 9720 5001 MOBILE: 0418 361 193 EMAIL: amso@bigpond.net.au</p> <div style="text-align: center;">  ACN 058 815 993 </div> </div> <div style="width: 25%;"> <p>LICENSED SURVEYOR : ANDREW MALCOLM SMITH</p> <p>Signature DIGITALLY SIGNED Date</p> <p>REF. 3095 VERSION 2</p> <p style="text-align: right; font-size: small;">3095SPEARSUBD3SHVER2.dwg</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 11:47AM</p> <p>DATE 26/04/2013</p> <p style="text-align: right;">J Khaouli Assistant Registrar of Titles</p> </div> <div style="width: 25%;"> <p>Sheet 1 of 2</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>AMS CONSULTING LAND SURVEYORS SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153 PO BOX 6141, WANTIRNA MALL, 3152 TELEPHONE: (03) 9720 5001 FACSIMILE: (03) 9720 5001 MOBILE: 0418 361 193 EMAIL: amso@bigpond.net.au</p> <div style="text-align: center;">  ACN 058 815 993 </div> </div> <div style="width: 25%;"> <p>LICENSED SURVEYOR : ANDREW MALCOLM SMITH</p> <p>Signature DIGITALLY SIGNED Date</p> <p>REF. 3095 VERSION 2</p> <p style="text-align: right; font-size: small;">3095SPEARSUBD3SHVER2.dwg</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p>AMS CONSULTING LAND SURVEYORS SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153 PO BOX 6141, WANTIRNA MALL, 3152 TELEPHONE: (03) 9720 5001 FACSIMILE: (03) 9720 5001 MOBILE: 0418 361 193 EMAIL: amso@bigpond.net.au</p> <div style="text-align: center;">  ACN 058 815 993 </div> </div> <div style="width: 25%;"> <p>LICENSED SURVEYOR : ANDREW MALCOLM SMITH</p> <p>Signature DIGITALLY SIGNED Date</p> <p>REF. 3095 VERSION 2</p> <p style="text-align: right; font-size: small;">3095SPEARSUBD3SHVER2.dwg</p> </div> </div>				

PLAN OF SUBDIVISION	STAGE NO /	Plan Number PS 648632W
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AMS CONSULTING LAND SURVEYORS

SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153
PO BOX 6141, WANTIRNA MALL, 3152
TELEPHONE: (03) 9720 5001
FACSIMILE: (03) 9720 5001
MOBILE: 0418 361 193
EMAIL: amsso@bigpond.net.au



ACN 056 815 983

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SUPERVISOR : _____

Signature Date / /

REF. **3095** VERSION **2**

3095SPEARSUBD3SHVER2.dwg

.....

Date / /

Council Delegate Signature

Original sheet size A3

Plan of Subdivision PS648632W
Concurrent Certification and Statement of
Compliance (Form 3)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023365V

Plan Number: PS648632W

Responsible Authority Name: City of Greater Dandenong

Responsible Authority Reference Number 1: PLN12/0314(AA)

Responsible Authority Reference Number 2: PSUB12/0082(AA)

Surveyor's Plan Version: 2

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Loudon Dalitso Luka

Organisation: City of Greater Dandenong

Date: 25/03/2013



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/08/2025 11:08:50 AM

OWNERS CORPORATION 1
PLAN NO. PS648632W

The land in PS648632W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

13 BELFORT STREET DANDENONG VIC 3175

OC017945T 26/04/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC017945T 26/04/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/08/2025 11:08:50 AM

OWNERS CORPORATION 1
PLAN NO. PS648632W

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

Statement End.



ABN 41 205 538 060

Valuation and Rates Notice

1 July 2025 to 30 June 2026

Issue Date - 25 July 2025

Property Number: 463675



031-3175 (5929)

My Q Vuong & Hue M Vuong
4/13 Belfort Street
DANDENONG VIC 3175



Payble

Scan to Pay

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

You can also pay online at pay.greaterdandenong.vic.gov.au



Council Charges

\$1,047.05



State Government Charges

\$308.50



Total New Charges

\$1,355.55

Total New Charges does not include arrears, credits, payments, adjustments or rebates.

Rates and Charges at your property – 1 July 2025 – 30 June 2026

Property Number 463675

4/13 Belfort Street
DANDENONG VIC 3175
Lot 4 PS 648632 Vol 11417 Fol 618
Property Owners - My Q Vuong & Hue M Vuong

Property Valuations – Valuation Date 1 January 2025 – Valuation first used 1 July 2025

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$425,000
Site Value - (the Site Value is included in the CIV)	\$170,000
Net Annual Value	\$21,250
AVPCC (Property Type) 120 - Single Unit / Villa Unit / Townhouse	

Rate - 2025/2026

General Rate	(\$425,000 x 0.0015319951)	\$651.05
Waste Charges		
Garbage - Option C	(1 x \$396.00)	\$396.00
State Government Waste Levy	(1 x \$99.00)	\$99.00
State Government Emergency Services Volunteers Fund Levy		
Emergency Service Volunteer Fund Residential Fixed	(1 x \$136.00)	\$136.00
Emergency Service Volunteer Fund Resident Variable	(425,000 x 0.000173)	\$73.50

Total amount due

\$1,355.55

MY QUYNH VUONG & HUE MINH VUONG
UNIT 4
13 BELFORT STREET
DANDENONG VIC 3175

Account number: 29699229
Date due: 02 June 2025

Last bill	Payments received	Balance
\$118.05	— \$118.05cr	= \$0.00

Current charges	Total due
+ \$118.05	\$118.05

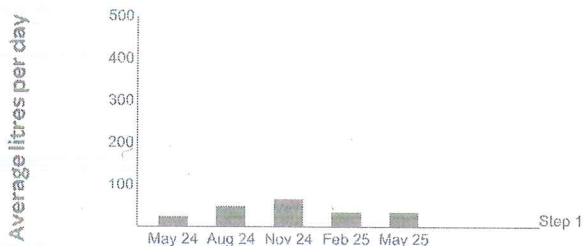
Your account breakdown

Issue date	14 May 2025
Property	Unit 4 13 Belfort Street DANDENONG VIC 3175
Property reference	47C//08948/00055
Last bill	\$118.05
Payment received	\$118.05cr
Balance brought forward	\$0.00
Our charges (no GST)	\$131.48
Concessions applied	\$65.74cr
Other authorities' charges (no GST)	\$52.31
Total due	\$118.05

Your snapshot

Average daily water use	33 litres
Average daily cost	\$1.44

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	33	17	11	8	7
Meeting Target 150?	✓	✓	✓	✓	✓

Payment options

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to \$20,000)
Bill code: 24208 Ref: 1002 9699 2200 005

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 29699229
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1002 9699 2200 005
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to servicesaustralia.gov.au/centrepay
for more information.
Reference number: 555 050 397J

Total due:	\$118.05
Account number:	29699229
Date paid:	
Receipt number:	

Property ref: 47C//08948/00055
UNIT 4 13 BELFORT STREET
DANDENONG VIC 3175



*361 100296992200005

PN47C

Our charges

Meter reading details

Date read: 13/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFN065367	1586	1583	3	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 12 August 2025.

Water usage (water and sewage)

For period 12/02/25 to 13/05/25 (90 days)

Step 1 3 kl @ \$3.6156 per kl = \$10.85

Total usage charges \$10.85

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/25 to 30/06/25

Water service charge \$22.58

Sewerage service charge \$98.05

Total service charges \$120.63

Our charges \$131.48

Other authorities' charges

Parks 01/04/25 to 30/06/25 Charge \$21.79

Waterways and Drainage charge 01/04/25 to 30/06/25 \$30.52

Total other authorities \$52.31

Total current charges \$183.79

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2024

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/04/25 to 30/06/25.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for 01/04/25 to 30/06/25.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to mySouthEastWater.com.au



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

OWNERS CORPORATION CERTIFICATE

issued pursuant to s.151 Owners Corporation Act

Owners Corporation No. 648632W

Ppty: Unit 4, 13 Belfort Street, Dandenong VIC 3175

This certificate is issued in respect of lot 4

(a)	current fees	\$465.33 per annum
(b)	paid up to	06 August 2026
(c)	total of any unpaid fees or charges	\$0.00
(d)	details of any special fees or levies which have been struck	Nil
(e)	details of any repairs or maintenance or other work which has been or is about to be performed which may incur additional charges	Nil
(f)	owners corporation insurance details	
	name of insurance company	GIO Insurance
	policy number	HGS045155386
	kind of policy	Strata Insurance
	buildings covered	Unit 1-4, 13 Belfort Street, Dandenong VIC 3175
	building amount	\$1,000,000
	public liability amount	Up to \$20 million
	renewal date	06/08/2026
(g)	if the owners corporation has resolved that the members may arrange their own insurance under s.63, the date of this resolution	Not applicable
(h)	total funds held by owners corporation	Nil
(i)	details of liabilities additional to the liabilities listed in (a) to (d)	Nil.
(j)	details of current contracts, leases licences or agreements affecting common property	Not applicable
(k)	details of any current agreements to provide services to lot owners occupiers or the public	Not applicable
(l)	details of notices or orders served on the owners corporation in the last 12 months that have not been satisfied	Not applicable

- | | | |
|-----|--|-------------------------|
| (m) | details of legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings |
Not applicable |
| (n) | whether the owners corporation has appointed, or has resolved to appoint a manager an, if so, the name and address of the manager | Not applicable |
| (o) | whether an administrator has been appointed for the owners corporation or whether there has been a proposal for the appointment of an administrator | Not applicable |

This certificate must include the following documents:

- a copy of the owners corporation rules;
- the prescribed information statement;

This Owners Corporation was prepared by:

x.....*Quynh*.....(Signature)

My Quynh Vuong

(Vendor)

:

Dated the 18 day of August 2025

Further information can be obtained by an inspection of the owners corporation register

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

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

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

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

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



Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

Certificate of Insurance

Your duty to us: no misrepresentation, is explained at the end of this Certificate of Insurance. Please read this information carefully.

If any of the information below is incorrect or incomplete, please contact us on 13 10 10.



Policy number

HGS045155386

Insured: Strata Plan 648632w

Type of cover: Strata Insurance

Insured address	UNIT 1 - 4 13 BELFORT ST, DANDENONG VIC 3175
Building sum insured	\$1,000,000
Legal Liability	up to \$20 million
Period of insurance	From 6 August 2025 until 11:59pm 6 August 2026

Excess details

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

Building standard excess	\$7,500
You will have to pay the following excesses in addition if they apply in the circumstances of your claim	
Water damage excess	\$200
Theft or burglary by lot occupiers or their guests excess	\$500
Malicious acts and vandalism by lot occupiers or their guests excess	\$500
Unoccupied excess	\$1,000



Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

What you have told us

You have told us the following about the insured address

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

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

- It is a double level with 4 units, brick walls, tile roof, timber floors, built in 2012
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational areas
- The building does not have any balconies

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

- There is no additional door or building security
- It has no monitored smoke detectors

Insurance history

You have told us that in the past 3 years:

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

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

Your duty to us: no misrepresentation

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

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

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

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

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

For complaints concerning GIO products or services, you can phone us on 1300 264 094; write to us at: GIO Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@gio.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as GIO (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.



STRATA PLAN 648632W
UNIT 4
13 BELFORT ST
DANDENONG VIC 3175



Strata Insurance Account

Payment details

Policy number	HGS045155386
Period of insurance	06-08-2025 to 06-08-2026
Total amount payable	\$1,861.32
Due date	20-08-2025

Dear Policy Holder,

Thank you for insuring your Strata Building with GIO.

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

Your Certificate of Insurance is a record of the information you provided to us during your application. Please review this information and the Your duty to us: no misrepresentation section at the end of your Certificate of Insurance carefully. If you have any questions, further information to tell us, or any of your details are incorrect, please call us on 13 10 10.

Here are some of the benefits you can enjoy as part of your cover:

- ✓ Flood cover automatically included
- ✓ Legal liability cover up to \$20 million
- ✓ Office bearer's liability cover up to \$1 million automatically included

Please see the PDS for full details.

Please pay the amount payable by the due date to ensure you are covered.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Regards,

The GIO Team

For full info on ways to save go to gio.com.au/save

Payment slip

Policy number: **HGS045155386**

Reference number: **14224045155386**

Amount due: **\$1,861.32**

Due date: **20-08-2025**



Bill Code: 655746
Ref: **14224045155386**

Telephone & Internet Banking - BPAY[®]

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



Direct Debit

Call **13 10 10** to arrange payment by instalments of \$186.13. It costs more to pay by the month.



In person
At any Post Office



*4055 20082025 CVN045155386



Internet

To pay by VISA, Mastercard or American Express visit gio.com.au/payments



Phone

To pay via our automated credit card payment system call **1300 749 658** VISA, Mastercard, American Express



Mail

Send this payment slip with your cheque made payable to: GIO, Reply Paid GPO Box 1453 Brisbane 4001. Reference: HGS045155386

Your premium covers

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

Type of Cover / Insured Address	Base Premium	Stamp Duty	GST	Total Amount Payable
UNIT 1 - 4 , 13 BELFORT ST, DANDENONG VIC 3175				
Your Building	\$1,538.28	\$169.21	\$153.83	\$1,861.32

Ways to save

You can trust GIO to offer you our best deal possible. If you believe you are eligible for any of these discounts but they are not shown on your certificate of insurance or account, please contact us. Here's a reminder of the ways to save



Increase your excess and save

We provide a range of excess options you may be eligible for, the more you increase your excess the lower your premium will be.

Conditions apply, ask us for details. If you are eligible for more than one discount, we apply any subsequent discount to the already discounted rated premium (usually before adding taxes and charges). Minimum premiums may apply. Please read the relevant Product Disclosure Statement before you make any decision regarding this product, available at <https://www.gio.com.au/policy-documents.html>. The Target Market Determination is also available.

GIO PERSONAL INSURANCE CUSTOMER PRIVACY STATEMENT

Privacy is Important...

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

AAI Limited trading as GIO ("GIO") is the insurer and issuer of your personal insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products, services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the: Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001 as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouses, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:



- information technology providers,
- administration or business management services, consultancy firms, auditors and business management consultants,
- marketing agencies and other marketing service providers,
- claims management service providers
- print/mail/digital service providers, and
- imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, a representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- Debt collection agencies;
- hospitals and, medical, health or wellbeing professionals; and
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.gio.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the GIO brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries, or giving us your marketing preferences you can:

- Visit **www.gio.com.au/privacy**;
- Speak to us directly by phoning one of our Sales & Service Consultants on **13 10 10**; or
- Email us at **privacyaccessrequests@gio.com.au**





Strata Insurance

Product disclosure statement



Welcome and thank you for choosing GIO

This Product Disclosure Statement (PDS) is an important document that sets out what we cover under this policy, what we don't cover, the limits of cover, and the terms and conditions that apply. Read this PDS carefully before you decide whether our cover is right for you.

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

You can ask us for a confirmation of a transaction relating to your policy or any claim by calling us on **13 10 10**.

By choosing GIO you can:



Manage your policy by calling us on 13 10 10



Make a claim 24/7 by calling 13 14 46



Call 13 10 10 for extra support

Using our products for financial abuse is unacceptable

An insurance policy and the rights under it, including making any claim or receiving claims proceeds, is no place for financial abuse or other types of abuse such as threatening, harassing, or controlling behaviour. Using the policy or the rights in an abusive way can have serious negative impacts on the abused.

We may report reasonable suspicions of financial or domestic abuse to relevant authorities, including law enforcement.

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



Some terms and words in this policy have special meanings (definitions) which apply to them. The terms and words with special meanings (definitions) are defined in section 9 'Terms and words with special meanings (definitions)' on page 91. This section may also refer you to where that special meaning can be found in this policy.

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Things to know upfront

Key information about GIO Strata Insurance



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



Type of insurance

This policy provides cover for loss or damage to the strata building (including common property) at the insured address.

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



What we pay

Strata building (including common property) cover

The most we'll pay for loss or damage to the strata building (including common property) for any one incident during the period of insurance is the strata building sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

Common contents cover (optional)

The most we'll pay for loss or damage to the common contents for any one incident during the period of insurance is the common contents sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

Legal liability cover

The most we'll pay for all claims arising from one incident and in total during the period of insurance for legal liability covered by this policy is **\$20 million**, including all associated legal costs.

Additional cover

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



What we cover

Cover for specific incidents and accidental loss or damage

We cover the strata building (including common property) and, if you select optional common contents cover, common contents for:

- the insured incidents listed in this policy like storms, floods, and fires (including bushfire)
- accidental damage not caused by or arising from any of the insured incidents listed in this policy.

Legal liability

We cover your legal liability to pay compensation for death, or bodily injury to other people (not you), or loss or damage to their property at the insured address.




























Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 51 for more information.

Summary of cover

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

What we cover				Page
Insured incident (Subject to policy terms)		Flood	✓	40
		Storm	✓	41
		Storm surge	✓	42
		Lightning	✓	43
		Fire (including bushfire) & the Extra Costs cover in the event of bushfire	✓	43
		Earthquake and tsunami	✓	44
		Theft or burglary by lot occupiers or their guests	✓	44
		Theft or burglary by people who aren't lot occupiers or their guests	✓	44
		Escape of liquid and Exploratory costs	✓	45
		Impact	✓	47
		Damage by an animal	✓	48
		Explosion	✓	48
		Riot, civil commotion or public disturbance	✓	49
		Malicious acts and vandalism by lot occupiers or their guests	✓	49

What we cover			Page
		Malicious acts and vandalism by people who aren't lot occupiers or their guests	✓ 50
Accidental loss or damage		Accidental loss and damage is not loss or damage caused by or arising from any of the insured incidents set out above and on pages 40 to 50	✓ 38
		Legal liability	✓ 50
Additional Covers (These are covers that come with your policy)		Emergency repairs and other repair or rebuilding costs	✓ 52
		Temporary accommodation for lot owners	✓ 54
		Loss of rent following an insured incident	✓ 56
		Costs to re-establish important documents	✓ 57
		Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid'	✓ 57
		Motor burnout	✓ 58
		Resilience improvements	✓ 60
		Embezzlement of funds	✓ 61
		Office bearer's liability	✓ 62
		Lock replacement	✓ 64
		Voluntary workers cover	✓ 65

Legal requirements to hold insurance under strata legislation

Strata legislation sets out mandatory insurance requirements for body corporates, strata buildings and common property. We do not warrant or represent that this policy meets the mandatory insurance requirements which apply to you. You should ensure that you understand your obligations.

What to do when an incident happens

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

Here's what to do:



Step 1

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



Step 2

Try to prevent further loss, damage, or liability (for example, if there is a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).



Step 3

Report any theft and malicious damage to the police as soon as possible.
Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to, and the report number.



Step 4

Contact us as soon as possible by calling **13 14 46**.
If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay. When you contact us, describe details of what has happened (for example, a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your strata building (including common property) or insured common contents was caused by another person, then if possible, please provide us their name and address and if applicable, their vehicle registration number.

Who we mean by 'you'

In your policy with us, you/your refers to the person or entity named as the insured on your certificate of insurance.

Your policy also provides cover to the following people as third party beneficiaries:

- lot owners but only in respect of Additional covers 'Temporary accommodation for lot owners' and 'Loss of rent following an insured incident'
- office bearers, but only in respect of Additional cover 'Office bearer's liability'
- voluntary worker, but only in respect of Additional cover 'Voluntary workers cover'.

Who we mean by 'we'

When we say 'we', 'us', 'our', or 'GIO' we mean AAI Limited ABN 48 005 297 807 trading as GIO.

Our agreement with you

Your policy is a legal contract of insurance between you and us. If you buy this product from us and you're named as the insured on your certificate of insurance, you'll have entered into the contract of insurance with us. Your policy is made up of your certificate of insurance, this PDS and any SPDS that we've given you.

Who we'll take instructions from

Unless otherwise stated in this policy we'll only take instructions from you and any representatives that you nominate to us.

You and any of your nominated representatives can request changes, cancel and otherwise deal with this policy including any claim made against this policy.

We'll also take instructions from any specifically identified third party beneficiaries in respect of their entitlement under the policy.

You must keep the identity and details of all nominated representatives up to date. Advise us when you add new representatives or as soon as a nominated representative ceases to represent you. Ensure all contact details are current, complete and accurate. If you fail to do this, it may lead to delays on claims, claims payments being made to parties who no longer represent you or cover being cancelled by representatives who no longer represent you.

Cooling off period

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

This is called the cooling off period. As long as you haven't made a claim during this period, we'll refund in full the money you paid for your policy including any applicable GST, stamp duty, other government charges and any levies that apply. However, you won't have any cover under the policy.



You can also cancel your policy at any time

Alternatively, you can cancel your policy at any time while you're insured. You can cancel your policy as at the date you contact us, a future date, or another date if we agree, and you'll have cover up until that date. For more information see 'What happens with cancellations or removal of cover' on page 87.

There are some things that we don't cover

Like every insurance policy, there are exclusions, conditions, and limits that apply to your policy. There are some things we don't cover whatever the circumstances. These are found in section 3 'General exclusions' on pages 25 to 36. Sections 4 and 5 on pages 37 to 66 explain specific things we don't cover that are particular to the cover under your policy.



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

When we may refuse to pay a claim or reduce the amount we pay

Where the effect of a term in this policy is that we may refuse to pay a claim (either in whole or in part) by reason of something you or another person did or didn't do after this policy was entered into then, in accordance with the Insurance Contracts Act 1984 (Cth), we may either:

- refuse to pay a claim, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

We may also cancel your policy.

NOTICE: section 40 of the Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with, but does not form part of, this policy.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to insurance issued on a 'claims-made and notified' basis. Cover under the Office bearer's liability additional cover (see page 62) is issued on a 'claims made and notified' basis and cover is only available if:

- a claim is first made against any office bearer during the period of insurance and also notified to us in writing during the period of insurance; and
- the claim is of a kind that is covered under this policy,

provided that you or the relevant office bearer(s) weren't aware at any time prior to the start of your policy of circumstances which would have put a reasonable person in that position on notice that a claim may be made against you or against the office bearer(s).

We give you notice that notwithstanding the terms of this policy, pursuant to section 40(3) of the Insurance Contracts Act 1984 (Cth) if you or any office bearer gives notice in writing to us of facts

that might give rise to a claim against you or any office bearer as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the policy expires, then we are not relieved of liability under the policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by this policy.

Sometimes we can provide extra support

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

These are your responsibilities during the period of insurance

Things you need to do:

- follow all of the terms and responsibilities set out in your policy
- take steps to prevent theft, loss, damage, or legal liability (for example, ensuring there are working smoke detectors in the strata building)
- maintain door locks and window locks in good working condition
- ensure that any security devices we asked about and you have told us are installed, are in fact installed
- provide honest and complete information for any claim, statement, or document supplied to us
- don't behave in a way that's abusive, dangerous, hostile, improper, or threatening when engaging with us and our service providers
- ensure that the strata building (including common property) complies with local council requirements and building laws and regulations when construction, alterations, or repairs are undertaken (for example, ensure you obtain all required permits before the works begin and ensure that all requirements, including height limits, are met) (see also page 32).

Keeping your strata building (including common property) well maintained and in good condition

The following responsibilities are also linked to some general exclusions. You need to do the following things in relation to property insured under this policy and use reasonable endeavours to ensure that lot owners and lot occupiers are aware of these things and do them too:

- fix any inherent defect, faulty design, structural defect, structural fault, faulty or poor workmanship at the insured address as soon as possible after you identify it or are told about it (see also page 27)
- keep the strata building (including common property), including all sheds, outbuildings, and other structural improvements at the insured address, structurally sound and safe and fit to live in (see also page 27)

- fix things that are blocked, broken, damaged, loose, have fallen down, are missing, are rusted through, or are in a general state of disrepair (for example, the roof leaks when it rains or there are holes in walls) (see also page 27)
- keep the strata building (including common property) free of infestation from vermin and termites (see also page 26)
- remove mould (see also page 32).

We can reduce or deny cover if you don't meet your responsibilities

Your policy may not provide cover if you haven't met your responsibilities, and it may lead us to reduce or refuse to pay your claim (see page 14).

If you don't meet your responsibilities, we may cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

How we'll keep in contact with each other

We may send your policy documents and policy related communications by post unless you've consented to receiving these electronically (see below).

Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email, other types of electronic communication (for example, SMS), or both.

We'll obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Let us know if your contact details change

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

How to contact us

Call us on **13 10 10**.

When you must contact us

During the period of insurance, you must tell us as soon as possible about any of the following:

- you've had another insurer cancel, decline, or not offer to renew an insurance policy, impose specific conditions on a policy, or refuse a claim
- you start farming, manufacturing, or undertaking repair work at or from the insured address
- you, or your managing agent, become aware of changes to any declared business activity operated at the insured address, for example, the type of business activity changes, people start to come to the insured address for the purpose of a business conducted at the insured

address, business signage is installed, or hazardous or potentially dangerous chemicals are kept at the insured address. However, we don't need to know if this business activity is only:

- the residential tenancy of a unit or lot by a lot occupier which is part of the strata building (including common property)
- the use of part of a residential unit or lot as a home-based office
- using no more than **1** unit or lot in the strata building as an administration office
- you need to change the sums insured for the strata building (including common property) or common contents
- any detail on your certificate of insurance isn't accurate, for example, the description of the strata building (including common property)
- you, or your managing agent use or let all or part of the strata building under a short-term rental, holiday letting or house sharing arrangement. This includes any arrangements booked through an online booking platform
- you are aware of any lot owner or lot occupier use or let all or part of the strata building under a short-term rental, holiday letting or house sharing arrangement. This includes any arrangements booked through an online booking platform
- the lots in the strata building at the insured address cease to be at least **50%** occupied
- trespassers or squatters use or stay at any lot or part of the strata building (including common property) at the insured address
- you intend to demolish the strata building or any building at the insured address, have lodged an application to do this, or a government authority has issued a demolition order
- you've demolished the strata building and construction of a new building has or will commence
- if any buildings at the insured address are being raised, repositioned, or relocated.

Tell us about any of these matters from previous periods of insurance

If you haven't told us about any of the above matters having occurred in any other period of insurance you held this policy with us (but no more than 6 years ago), you must also tell us as soon as possible.

What we'll do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium, or special condition may be applied to your policy. In some cases, in accordance with the Insurance Contracts Act 1984 (Cth), it may lead us to either:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

If what you tell us means we can no longer insure you, we'll cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

If you don't contact us when you should

If you don't notify us when you need to, then in accordance with the Insurance Contracts Act 1984 (Cth), we may do either of the following:

- refuse to pay a claim by reason of something you or another person did, or failed to do, but only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, but only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

This includes a failure to notify us of a change in accordance with this clause.

It may also lead us to cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

About your sum insured

Make sure your sums insured meet your needs if the strata building (including common property) or common contents are damaged or destroyed

Underinsurance, where your sums insured are insufficient to cover the strata building (including common property) or common contents being damaged or destroyed, can expose you to serious financial loss. It's your responsibility to select a sum insured for both the strata building (including common property) and the common contents that meets your needs in the event the strata building (including common property), the common contents, or both are damaged or destroyed.

You can choose to seek the services of an architect, builder, quantity surveyor, valuer, or other suitably qualified professional for an expert opinion.

Review your sums insured regularly

For you to ensure your sums insured meet your needs if the strata building (including common property) or common contents are damaged or destroyed, it's important for you to review your sums insured regularly, being mindful of any additions, enhancements, or renovations that you may make and ask us to change the sums insured if required. For example, upgrading the size and standard of the strata building (including common property) may increase the cost to rebuild the strata building (including common property). You also need to factor in strata building cost escalations which occur over time and also if your strata building is damaged at the same time as others in your area are damaged such as due to bushfire, cyclone or flood.

We don't pay extra because you over-insure

We won't pay more than the sum insured for loss or damage to either:

- the strata building (including common property)
- insured common contents

When we're paying up to a sum insured for loss or damage, we won't pay more than the amount of the assessed quote to rebuild, repair, or replace either your:

- strata building (including common property)
- common contents

We won't refund any premium paid for over-insuring, where your sums insured are higher than the assessed quote to rebuild or repair the strata building (including common property) or repair or replace your common contents.

We may adjust your sums insured at your renewal offer

We may choose to adjust your sums insured shown on your certificate of insurance as part of your renewal offer. We do this to account for various factors including inflationary trends. However, if we do this, any revised sum insured will not take account of your building or your specific circumstances and needs, and you still need to consider if the building (including common property) and common contents sums insured are suitable for your needs and that you consider whether they are adequate to meet the cost to reinstate your strata building and replace your insured common contents.

Limits and amounts we pay include Goods and Services Tax (GST)

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

How your excess works when you make a claim

What is an excess?

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

Excess type	
Standard excess	This excess applies to all claims unless your policy states otherwise.
Additional excess	An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excesses, unless stated otherwise in your policy.
Water damage excess	This excess applies in addition to any other excess if you make a claim for loss or damage caused by water escaping or overflowing, irrespective of the source, including but not limited to leaks from pipes, water containers, or other systems, unless stated otherwise in your policy.
Theft or burglary by lot occupiers or their guests excess	For any claim under 'Theft or burglary by lot occupiers or their guests' (see page 44), this excess will apply in addition to any other excesses that apply.
Malicious acts and vandalism by lot occupiers or their guests excess	For any claim under 'Malicious acts and vandalism by lot occupiers or their guests' (see page 49), this excess will apply in addition to any other excesses that apply.
Unoccupied excess	<p>This excess applies in addition to any other excesses, if at the time of the incident covered by your policy, 50% or more of the lots at the strata building at the insured address haven't been occupied for a period of more than 60 continuous days.</p> <p>You may be required to prove the occupancy of the strata building in the event of a claim. An example of how you can prove the occupancy is providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the strata building.</p>



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

The higher excess applies when claiming for both strata building (including common property) and common contents

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

How to pay your excess

If any excess(es) applies to your claim, we'll do one of the following:

- deduct the amount of the excess(es) from any cash payment we make
- require you to pay the amount of the excess(es) to us. We'll let you know when and how to pay.

We won't cover any legal or other costs that arise because of any delay in paying the excess.



What and where we cover – the basics

Where we cover

We cover the strata building (including common property) and if you select optional common contents cover, common contents at the insured address. The insured address is the address/location shown on your certificate of insurance.

The strata building (including common property)

We cover as the strata building (including common property)

We cover

Strata building means any building under a strata scheme at the insured address which is used primarily for residential purposes and includes common property at the insured address. Strata building also means any of the following fixtures at the insured address owned by you or for which you are legally responsible:

- garages, carports, outbuildings, and any structural improvements on the land
- decks, pergolas, pagodas, gazebos, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), sheds, and tennis courts
- garden borders, sealed pathways, and paved or concreted floor areas
- sealed driveways or sealed roads
- outdoor walls, free-standing outdoor walls, gates, fences, and retaining walls which are located within the boundaries of the insured address
- services, both above and below ground, that are your property and you are responsible for, including fixed fire prevention and security equipment
- any permanently housed, connected, or wired electrical appliances including ducted air conditioning and intercoms
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, fixed barbeques, fixed aerials and outdoor lights, awnings, and external blinds and shutters
- gas appliances permanently plumbed to a gas supply
- sewer storage tanks or treatment tanks permanently plumbed to the strata building (including common property)
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where any part of their structure begins or terminates on or within the boundaries of the insured address
- uninstalled building fixtures, fittings, and materials to be used for the strata building. However, only when kept in a locked and secured building at the insured address, and only up to **\$1,500** in total for any one incident
- lifts, elevators, escalators, travelators, inclinators, and hoists
- wall, floor, or ceiling coverings (including when they are inside a unit, if they are required to be insured by the body corporate as part of the strata building under the relevant strata legislation in your state or territory):

- paint, tiles, wallpaper, and permanent fixed wall, fixed ceiling coverings and fixed carpet
- fixed floor coverings including lino, whether glued down or not
- fixed timber floor coverings.

We don't cover as the strata building (including common property)

⊗ **We don't cover**

Strata building (including common property) doesn't include any of the following:

- any lot (lot means each volumetric space shown on any registered plan relating to your strata scheme)
- property owned by a lot owner or lot occupier
- property for which a lot owner or lot occupier is legally responsible
- anything that is common contents (whether insured under this policy or not)
- any new building in the course of construction
- any part of the strata building (including common property) used for farming of any description (including buildings used for hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo, or stable. This limitation doesn't include any strata building (including common property) which could be used for farming, however, it isn't used for that purpose
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles, or craft of any type
- inflatable or portable swimming pools and spas and their accessories
- fixed swimming pools and spas, tennis courts, saunas, gyms, recreational areas, playgrounds, or other property that isn't the legal responsibility of the body corporate or owner's corporation for insurance purposes
- any fixed or temporary dead weight moorings, mushroom moorings, or screw in moorings
- any unfixed carpets, rugs, internal blinds and shutters, drapes, or curtains
- any air conditioning units which only service a particular lot
- loose or compacted soil, sand, artificial grass, gravel (including on roads, driveways, and tracks), pebbles, rocks, or granular rubber
- used or applied chemicals, fertilisers, or pesticides
- lawns or grass, garden areas, plants, trees, shrubs, or hedges, in the ground
- any domestic outbuilding which is not a lot that is occupied, or intended to be occupied, as a residence
- any part of the strata building (including common property) used or occupied:
 - as a hotel or motel where a lot is fully occupied for the purposes of a business activity with no residential use
 - for any business activity unless this business activity is either:
 - the residential tenancy of a unit by a permanent lot occupier, which is part of the strata building

Continued on next page.

- using a part of the residential unit or lot as a home-based office
- the declared business activity that you have previously disclosed to us and such business activity is incidental to the unit's residential use
- using no more than **1** unit or lot in the strata building as an administration office.

The most we'll pay for loss or damage to the strata building (including common property)

The most we'll pay for loss or damage to the strata building (including common property) for any one incident is the sum insured for 'building', unless stated otherwise in your policy.

Building items with fixed limits

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

Fixed limits apply to	Limits for any one incident
Uninstalled building fittings, fixtures, and materials, however, only when kept in a locked and secured building at the insured address	Up to \$1,500

Your common contents

✔ We cover as your common contents

Common contents means your unfixed property at the insured address that you own or for which you are legally responsible and which is not part of any lot or common property. Common contents may include:

- unfixed wall, floor and ceiling coverings such as floor coverings that were not fitted when the strata building was originally built, whether secured to the floor or not
- internal window coverings
- portable domestic appliances (for example, washing machine and clothes dryer)
- tools and cleaning equipment
- domestic tools and gardening equipment (including ride-on mowers)
- office equipment, electronic equipment, and fixed line telephones you use in your administration office, examples include:
 - computers, including laptops, electronic diaries, tablets, printers, and scanners (but not electronic data or files, including software, games, or stored media, unless it meets the condition in the general exclusion 'Photographs, electronic data, and images' on page 33)
 - filing cabinets
 - fax machines and photocopiers
 - chairs, tables, desks, and other office furniture
 - office stationery.

⊗ We don't cover as your common contents

Common contents doesn't include any of the following:

- property owned by a lot owner or lot occupier
- property for which a lot owner or lot occupier is legally responsible
- any fixture or item owned by a lot owner or lot occupier which they could legally remove if they sold or vacated their unit or lot
- personal effects and valuables designed to be worn or carried by a person such as clothing, footwear, baggage, handbags, wallet, jewellery and watches
- valuable items such as:
 - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders, or stamps
 - medals, collections, or memorabilia
 - precious stones
 - items made of, or plated with, gold or silver
- mobile phones
- any item covered as the strata building
- carpets or any contents item owned by a lot owner or lot occupier
- animals, including fish, reptiles, pets, and livestock
- stock in trade
- uninstalled building fittings, fixtures, and materials
- floating floors fitted by the lot owner
- any of these vehicles or craft or any of their accessories or spare parts:
 - motor vehicles or trailers, motorcycles, mini-motorcycles, personal transportation vehicles, motorised bicycles, watercraft, and aircraft
 - caravans, mobile homes, or any of their contents
 - tractors, backhoes bob-cats, earth dozers, or front-end loaders or their accessories or spare parts
- loose or compacted soil, sand, artificial grass, gravel, pebbles, rocks, or granular rubber
- used or applied chemicals, fertilisers, or pesticides
- lawns, grass, garden areas, plants, trees, shrubs, or hedges, in the ground
- any form of cryptocurrency or non-fungible tokens (NFT's), including any devices, wallets, or programs for sending, receiving, storing, transferring, or trading cryptocurrency or NFT's.

The most we'll pay for your common contents

The most we'll pay for loss or damage to all common contents arising from any one incident is the common contents sum insured, unless stated otherwise in your policy.

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General exclusions

Some things are never covered by this policy. These are known as 'General exclusions' and apply to the whole policy.

Actions or movements of the sea

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any actions or movements of the sea.

Agreements you enter into

We don't cover legal liability for or caused by, connected with, or arising from any agreement or contract you enter into. However, this exclusion doesn't apply if your legal liability would have existed had you not entered into the agreement or contract.

Aircraft and their shockwaves

We don't cover legal liability for or caused by, connected with, or arising from you using or owning any aircraft or the facilities to land or store aircraft.

We also don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds.

Animals

We don't cover legal liability for or caused by, connected with, or arising from any animal.

We also don't cover loss or damage caused by animals, for example, damage caused by vermin, insects, birds or other animals pecking, biting, clawing, scratching, tearing, or chewing, or damage caused by their urine or excrement. However, we'll cover loss or damage covered under insured incident 'Damage by an animal' on page 48.

Asbestos

We don't cover legal liability for or caused by, connected with, or arising from exposure to, or potential exposure to asbestos in any form.

Biological, chemical, other pollutant, or contaminant

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

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

However, we'll cover either:

- loss or damage that's covered by the insured incident 'Fire (including bushfire)' on page 43
- your legal liability that's covered by 'Legal liability' cover on page 50, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

Breaking the law

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

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

Broken tiles around pools and spas

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from chipped, broken, or lifted tiles in or around swimming pools and spas.

Building or common contents not in good condition

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any part of the strata building (including common property) or common contents not being in good condition, such as, but not limited to any of the following:

- there are blocked gutters
- the roof leaks when it rains
- there are areas of the roof that are rusted through
- there is wood rot, termite, or ant damage to the strata building (including common property)
- there are holes in floors, walls, ceilings or any other parts of the strata building (including common property), for example, external wall cladding, internal plaster, floorboards
- there are boarded up or broken windows
- there are steps, gutters, flooring, walls, ceilings, gates, fences, or any other areas of the strata building that are loose, falling down, missing, or rusted through or otherwise in disrepair
- previous damage including damage caused by flood which hasn't been repaired
- the strata building (including common property) is infested with vermin
- any pool gates or fences are in disrepair

Continued on next page.

- the strata building (including common property), including all sheds, outbuildings, and any other structural improvement at the insured address, isn't structurally sound or is unsafe or unfit to live in
- plant matter is growing on the strata building (for example, walls, windows, gutters)
- there are ride-on mowers (domestic tools or gardening equipment) that are damaged or in need of repairs
- any maintenance issues you have been made aware of, as identified in a maintenance report or similar, but have not repaired.

Building works

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from building works, other than the cover available under 'Legal liability', to the strata building, or parts of the strata building, (including common property) including any of the following:

- damage caused by cracking, collapse, subsidence, caused fully or partially by the construction work
- damage caused by storm, flood, or water entering the strata building through any openings (whether such openings were created by you or another person) in the walls or roof or other unfinished parts of the strata building under construction, and whether or not they were temporarily covered at the time of the damage
- theft or damage by someone who enters or leaves through an unlockable part of the strata building that's under construction.

We also don't cover legal liability for or caused by, connected with, or arising from building works being carried out at the insured address where the total cost is more than **\$50,000**.

Buildings, property, structures, or land not at the insured address

We don't cover legal liability for or caused by, connected with, or arising from you owning, occupying, leasing, or renting any building, property, structure, or land not at the insured address except for a jetty or pontoon which begins or terminates on government owned land adjoining the insured address and the jetty or pontoon is for your exclusive use (see legal liability page 50).

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

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from a bushfire, storm, storm surge, flood, or tsunami in the first **72** hours of cover. But we'll cover these incidents if this policy began on the same day:

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

Business activity

We don't cover legal liability for or caused by, connected with, or arising from any business activity unless this income is either:

- collection of strata fees from unit or lot owners
- the residential tenancy of a unit or lot by a permanent lot occupier, which is part of the strata building (including common property)
- using a part of the residential unit or lot as a home-based office
- using no more than **1** unit or lot in the strata building (including common property) as an administration office.

Caravans and trailers

We don't cover legal liability for or caused by, connected with, or arising from using or towing a caravan, mobile home, or trailer.

Chemical damage when cleaning

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

Communicable Disease

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any loss, damage, claim, cost, expense, legal liability, or other sum, directly or indirectly arising out of, or attributable to, a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

Confiscation or damage by a legal authority

We don't cover confiscation, nationalisation, compulsory acquisition, requisition, or damage by the police, a government authority, or someone with the legal authority to do this. However, we'll cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured incident covered by your policy.

Defamation or copyright

We don't cover legal liability for or caused by, connected with, or arising from defamation or breach of copyright.

Defects, faults, workmanship

We don't cover either:

- loss, damage or legal liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural fault, or faulty or poor workmanship if you knew or should've reasonably known about it (for example, because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report)
- any loss or damage to the part of the strata building (including common property) with an inherent defect, faulty design, structural defect, or faulty or poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults, and poor workmanship' as part of the repair or rebuilding process see page 78.

For example, poor workmanship might have resulted in the removal of structural posts, beams, or load bearing walls without taking into account structural engineering requirements.

Deliberate damage to a reservoir or dam

We don't cover loss or damage caused by, connected with, or arising from any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

Deliberate or reckless actions

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from an act or omission by you, anyone living at the strata building at the insured address, any owner or part owner of the strata building (including common property), and anyone acting with your given or implied consent, which is any of the following:

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

Drones

We don't cover legal liability for or caused by, connected with, or arising from aerial devices, drones, and other autonomously piloted aircraft.

Erection or demolition

We don't cover legal liability for or caused by, connected with, or arising from erection or demolition of buildings or structures.

Extra costs or other losses following an incident covered by your policy

We don't cover your extra costs or other losses (financial and non-financial loss) suffered or incurred by you (and not a third party) following an incident covered by your policy, including but not limited to any of the following:

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

Fines, penalties, and other damages

We don't cover civil or criminal penalties or fines or aggravated, exemplary, punitive, or multiple damages.

Ground movement

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover landslide or subsidence that's specifically covered under the following insured incidents:

- 'Flood' on page 40
- 'Storm' on page 41
- 'Storm surge' on page 42
- 'Earthquake and tsunami' on page 44
- 'Escape of liquid' on page 45
- 'Explosion' on page 48.

Hacking, cyber-attack or cyber incident

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- unauthorised, malicious or criminal act (including any threat or hoax) involving access to, processing, use or operation of any computer system (including computer hacking, cyber-attack, any computer virus). However, we will cover loss or damage to the strata building (including common property) or common contents caused by theft, if that theft results from a thief hacking your building security system to open doors and gain unauthorised entry into your building; error or omission involving access to, processing of, use of or operation of any computer system, or any unavailability or failure to access, process, use or operate any computer system
- destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or inability or failure to receive, send, access or use electronic data; or error in creating, amending, entering, deleting or using electronic data; or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of electronic data (including the value of any electronic data).

Hazardous materials

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any hazardous materials if not stored or used in accordance with the relevant law, controls, and manufacturer's instructions.

Illegal drugs or other chemical or poisonous substance

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from any unintentional or intentional use, existence, or contamination by, or due to either:

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

⊗ **Legal actions in other countries**

We don't cover any legal actions or legal claims brought against you, decided, or heard in countries outside Australia or New Zealand.

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

We don't cover legal liability for or caused by, connected with, or arising from any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists that you do. This includes anything that is part of a lift, elevator, escalator, travelator, inclinator, or hoist. This doesn't apply to any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists carried out by a person or company that you employ, or contract and that person or company is qualified to make any alterations, servicing, repairing, or additions to lifts, elevators, escalators, travelators, inclinator, or hoists.

⊗ **Mechanical or electrical breakdown or failure**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mechanical or electrical failure or breakdown or anything that fails to operate properly. However, we'll cover damage caused by any of the following:

- fire spreading from an electrical fault to other parts of the strata building (including common property) to the extent it's covered under the insured incident 'Fire (including bushfire)' on page 43
- lightning to the extent it's covered under the insured incident 'Lightning' on page 43
- motor burnout to the extent it's covered under the 'Motor burnout' additional cover on page 58.

⊗ **Medical equipment and aids**

We don't cover any medical equipment, item, or aid.

⊗ **Motor vehicles or motorcycles**

We don't cover legal liability for or caused by, connected with, or arising from the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it, unless at the time of the incident, it was being used legally and didn't have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws and was being used for domestic gardening (for example, ride-on mowers).

⊗ **Mould or mildew**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mould or mildew at the insured address unless it was directly caused by an insured incident covered by your policy and there's no evidence of pre-existing mould or mildew in the area of the strata building (including common property) where the loss or damage has occurred.

⊗ **Not complying with building laws or regulations**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from any component of the strata building (including common property) that wasn't built, constructed, renovated, altered, or repaired in compliance with the applying local council requirements or relevant building laws or regulations (non-complying building component) except those laws or regulations introduced after the strata building (including common property) was originally built or when construction, repairs, renovations,

or alterations were undertaken. Non-complying building components include, however, aren't limited to any of the following:

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

Nuclear and radioactive materials and contamination

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- ionising radiation or contamination by radioactivity, or the use, existence, or escape of, nuclear fuel, nuclear material, or any nuclear waste or from the combustion of nuclear fuel
- any weapon, device, material, operations or action employing nuclear fission or fusion or other like reaction or radioactive force or matter, including detonation of any nuclear device, nuclear weapon or the use, handling or transportation of such weapon, device or material
- any property on the site of a nuclear power station, on any other nuclear reactor installation or on any site used, or having been used, for the generation of nuclear energy or the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material and/or radioactive material
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or radioactive matter
- the use of any nuclear reactor, atomic piles, particle accelerators, generators or similar devices
- the use, handling, transportation of any radioactive material
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any radioactive or nuclear materials
- any looting or rioting following these incidents.

Photographs, electronic data, and images

We don't cover repairing, replacing, or fixing either:

- electronic data or files that are corrupted, damaged, or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless both of the following apply:
 - the device they're stored on was lost or damaged in an insured incident

Continued on next page.

- the electronic data or files were legally purchased, and you can't restore them free of charge
- hard copies of photographs, films or other visual images that are damaged or lost. However, we'll cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

Power surge or shut down by your power provider

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from power surge unless you can demonstrate the surge or the loss or damage caused by the surge is covered under any of the following:

- 'Flood' on page 40
- 'Storm' on page 41
- 'Storm surge' on page 42
- 'Fire (including bushfire)' on page 43
- 'Lightning' on page 43
- 'Impact' on page 47
- 'Motor burnout' additional cover on page 58.

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

We don't cover legal liability for or caused by, connected with, or arising from loss or damage to property which:

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

Replacement of water

We don't cover the loss, storage, and replacement of water in any tank, container, pool, spa, and any other storage vessel unless specifically covered under the insured incident 'Fire (including bushfire)' on page 43.

Revolution, war

We don't cover loss or damage to, or caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from either of the following:

- rebellion, revolution, hostilities, war or other acts of a foreign enemy, war like activity (whether war is declared or not), invasion, civil war, insurrection, military coup, or hostile acts of sovereign or government state sponsored entities
- any looting or rioting following these incidents.

Roots of trees, shrubs, and plants

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the roots of trees, shrubs, or plants. However, we'll cover damage to the strata building (including common property) and common contents caused by:

- liquid escaping or overflowing from pipes or drains that are blocked or damaged by these roots to the extent the loss or damage is covered under the insured incident 'Escape of liquid' on page 45

- roots from a fallen tree to the extent the loss or damage is covered under insured incident 'Impact' on page 47.

Rust or corrosion

Unless stated otherwise in the policy we don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from rust or corrosion.

Sale of your common contents

We don't cover either of the following:

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

Sanctions

We won't provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this policy, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

Seepage of water

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from water seeping or running in any of the following situations:

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

Silicosis

We don't cover legal liability arising directly or indirectly out of, or caused by, through, or in connection with, or for the actual, alleged, threatened, or suspected presence, ingestion, inhalation, or absorption of silicon dioxide (occurring in crystalline, amorphous/non-crystalline and impure forms), silica particles, silica dust or silica compounds or any mixture or combination of silica and other dust or particles.

Swimming pools or spa baths

We don't cover legal liability for or caused by, connected with, or arising from the use of swimming pools or spa baths. However, we'll cover your legal liability for these if you have told us about them and 'Pool/Spa' is noted as 'Yes' on your certificate of insurance.

Squatters or trespassers

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from squatters or trespassers using or staying at the insured address.

Terrorism

We don't cover loss, damage, cost, expense, or legal liability of any nature, directly or indirectly caused by, resulting from, in connection with, or arising from either:

- any act of terrorism, regardless of any other cause or incident contributing concurrently or in any other sequence to the loss
- any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism.

Tree lopping

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from trees being lopped, felled, or transplanted by you or someone authorised by you.

Vibrations or interference

We don't cover legal liability for or caused by, connected with, or arising from vibration or interference with the support of the strata scheme land, the strata building (including common property), strata scheme or other property.

Watercraft

We don't cover legal liability for or caused by, connected with, or arising from using or owning any watercraft.

Wear, tear, and deterioration

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from wear, tear, and deterioration of the strata building (including common property) or common contents from either of the following:

- its ordinary use
- the ordinary effects of natural forces such as weather, action of light, atmospheric or climatic conditions, and rising damp

Examples include, but aren't limited to:

- tiles and their adhesive or grouting breaking down
- weathering of roof tiles or roof ridge capping
- wear and tear or other expiry of waterproofing
- weathering, corrosion and breakdown of bricks, mortar, steel or other metal, or concrete.

Wrongful acts or omissions of your office bearers

We don't cover legal liability for or caused by, connected with, or arising from wrongful acts or omissions by any of your office bearers. However, we'll cover legal liability for death or bodily injury to other people, or loss or damage to their property, resulting from an incident in connection with the strata building (including common property), common contents, common areas, or insured address.

Your employees

We don't cover legal liability for or caused by, connected with, or arising from death or injury of your employees or damage to their property including while they're working for you at the insured address.



What we cover – the details

What you are covered for the strata building



Building cover

We cover the strata building (including common property) at the insured address for:

- loss or damage caused by the insured incidents described on pages 40 to 50
- accidental loss or damage. Accidental loss or damage does not include loss or damage caused by or arising from any of the insured incidents described on pages 40 to 50

in the period of insurance provided that the loss or damage isn't excluded, and subject to the conditions of your policy.

Common contents cover

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

- accidental loss or damage
- loss or damage caused by the insured incidents described on pages 40 to 50

in the period of insurance provided that the loss or damage isn't excluded, and subject to the conditions of your policy.



For accidental loss or damage we don't cover:

- anything in section 3 'General exclusions' on pages 25 to 36
- loss or damage:
 - covered by an insured incident listed on pages 40 to 50 as you can make a claim for loss or damage under the applicable insured incident
 - if you're unable to establish accidental loss or damage took place at a certain time and date
- loss or damage caused by or arising from:
 - physical assaults or death
 - scorching or burning by cigars, cigarettes, or pipes
 - pollution or vapour from a home heater or cooking appliance
 - leaks from agricultural or overflow pipes;
- loss or damage to any of the following:
 - retaining walls, sea walls, revetments, garden borders, and freestanding outdoor walls
 - shower bases (tiled or otherwise), including loss or damage from liquid escaping
 - sporting surfaces or courts including a tennis court, squash court, or multi-court surface
 - boat jetties, pontoons, mooring poles and their attachments and accessories
 - swimming pool liners or covers
 - gates or fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred

Continued on next page.



**We
don't
cover**



- the strata building caused by earthworks or construction undertaken by a neighbour
- driveways, paths, paving, or underground services caused by road vehicles, cranes, or earthmoving equipment
- building, renovating, or altering the strata building (except for spilling paint)
- the cost to:
 - repair or replace pipes, tanks or containers that burst or leak
 - to clean, repair, or restore the strata building (including common property) or common contents caused by neglect, or untidy, unclean, or unhygienic habits of a lot occupier or their guests
 - repair cracking of sealed paths, sealed driveways, and sealed roads.

Limit
\$

If the loss or damage is covered under your policy the most we'll pay for loss or damage to the strata building (including common property) or common contents for any one incident are the sums insured shown on your certificate of insurance unless we say otherwise in your policy.

Set out under the headings below (pages 40 to 50) is the cover and the specific exclusions that apply to each type of specifically insured incident.



Flood



Loss or damage caused by flood.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

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



Storm



Loss or damage caused by a storm.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

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



A storm includes a cyclone. See section 9 'Terms and words with special meanings (definitions)' on page 91.



Storm surge



We cover

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



We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

- loss or damage caused by flood
- loss or damage caused by actions or movements of the sea
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and caused by erosion, structural fault, or design fault
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- cracking to sealed paths, sealed roads, sealed driveways, and any outdoor surfaces. However, we'll cover them if they are washed away by the storm surge
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge
- damage to external paintwork of the strata building (including common property), if that is the only building damage caused by the storm surge
- loss or damage to gates, or fences that a reasonable person in the circumstances would have considered was in an obvious state of disrepair before the loss or damage occurred
- the cost of cleaning your undamaged common contents at the insured address.



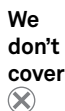
Actions or movements of the sea has a special meaning. It doesn't mean tsunami or storm surge. See section 9 'Terms and words with special meanings (definitions)' on page 91.



Lightning



Loss or damage caused by lightning (including power surge caused by lightning).



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

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



Fire (including bushfire)



Loss or damage caused by:

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

Extra Costs cover in the event of bushfire

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

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

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



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover loss or damage arising from any of the following:

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



Earthquake and tsunami



Loss or damage caused by an earthquake or tsunami.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

- loss or damage caused by flood
- loss or damage caused by actions or movements of the sea or storm surge
- loss or damage that occurs more than **72** hours after an earthquake or tsunami
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not caused by erosion, structural fault, or design fault.



'Tsunami' isn't an action or movement of the sea, see section 9 'Terms and words with special meanings (definitions)' on page 91.



Theft or burglary by lot occupiers or their guests



Loss or damage caused by thieves or burglars who are lot occupiers or their guests. Note: An additional excess applies. See page 17 for more details.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover loss or damage when a previous claim has been covered for theft or burglary by lot occupier or their guests in the same period of insurance in relation to the same lot occupier.



Note: 'Same lot occupier' means at least one common person was usually residing at the unit or lot at the time of both incidents.



Theft or burglary by people who aren't lot occupiers or their guests



Loss or damage caused by thieves or burglars who aren't lot occupiers or their guests.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover loss or damage caused by you, a lot owner, any lot occupier or their guests.



Escape of liquid



We cover

Sudden and unexpected loss or damage

We cover sudden and unexpected loss or damage caused by liquid escaping from any of the following:

- a drain, sewerage system, or fixed pipe (not forming part of a shower floor or base or shower cubicle wall, and not overflow drains or pipes)
- a water main, fire hydrant, or the main water supply pipe to the insured address
- fixed tanks
- swimming pools or spas
- a bath, sink, toilet, basin, or a tap spindle (not forming part of a shower floor or base or shower cubicle wall)
- fixed heating or cooling systems
- a refrigerator, freezer, dishwasher, or washing machine
- a waterbed or an aquarium.

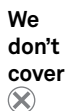
Gradual loss or damage

We also cover loss or damage, caused by liquid escaping from the items above, that has occurred gradually when the loss or damage, that was occurring, wasn't easily visible to a reasonable person in the circumstances.

Exploratory costs and related repair work

If your claim for loss or damage is covered under this insured incident, we'll cover the reasonable cost of locating, at the insured address, the source of the escape of liquid and to repair and restore the damage to the strata building (including common property) caused by the exploratory work.

If we don't accept your claim under this insured incident, we may provide limited cover for exploratory costs under additional cover 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid', see page 57.



We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36. We also don't cover any of the following:

- loss or damage caused by any of the following:
 - flood, storm, or storm surge
 - erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence you can prove happened within **72** hours of, and directly because of, liquid escaping and not because of erosion, structural fault, or design fault



Escape of liquid (continued)

We don't cover



- loss or damage caused by any of the following:
 - rust or corrosion unless the rust or corrosion wasn't easily visible to a reasonable person in the circumstances
 - liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl (however, not an aquarium), beverage container, saucepan, bucket, or watering can
 - liquid from a watering system, garden hose, agricultural pipes, or overflow drains or pipes
- loss or damage to, or caused by, liquid escaping from a shower floor or base, shower cubicle walls, shower glass screening or doors, open shower floor areas, or other open wet areas in a bathroom
- loss or damage to retaining walls
- costs if before we can inspect the damaged area of the strata building (including common property) and find the cause you do any of the following:
 - strip, remove, or dispose of materials or items without our consent. However, this doesn't apply if you have done if this was necessary for health and safety reasons or it was done without your knowledge or against your instructions
 - carry out repairs or renovations. However, we'll cover temporary work required to make the damaged or destroyed strata building (including common property) and insured address safe
- the cost of repairing or replacing the item from which the liquid escaped, for example, a cracked pipe or split water tank
- in relation to exploratory costs, if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to any further exploratory work) after this point.

If a claim covered under 'Escape of liquid' or under 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid' see page 57, we'll also pay up to **\$750** extra to match or complement undamaged wall tiles in the same room, hallway, stairs, or passageway where the damage occurred. See page 75.



Impact

We cover



Loss or damage caused by impact (or by power surge caused by impact) at the insured address from any of the following:

- a falling tree or part of a falling tree including the roots. However, not when any of these are being carried in or by water or water is causing them to move (for example, a fallen tree being carried in a river)
- power poles
- TV antennas or satellite dishes, communication aerials, or masts
- drones
- watercraft, aircraft, motor vehicles, or trailers (however, not if any of these are stationary)
- an object falling from a motor vehicle or aircraft
- space debris or meteorites.

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- loss or damage caused by flood or storm surge
- loss or damage to driveways, paths, paving, or underground services caused by a road vehicle, crane, or earthmoving equipment
- loss or damage to any portion of a fence that isn't owned by you (see page 74) (for example, a shared fence on the boundary of the insured address).
- loss or damage caused by trees being lopped, felled, or transplanted by you or someone authorised by you
- removing or lopping trees or branches that have not damaged the strata building (including common property) or common contents
- the removal of tree stumps or roots still in the ground
- loss or damage to the strata building, or part of the strata building, (including common property) when the strata building (including common property) impacts another item.



Damage by an animal



Loss or damage caused by an animal when it either:

- becomes accidentally trapped inside a strata building at the insured address
- is inside the strata building and you didn't know, or a reasonable person in the circumstances couldn't have known, it was there.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover loss or damage caused by any of the following:

- any animal owned by you, a lot owner, lot occupier, or someone who is at the insured address with your consent or the consent of a lot owner or lot occupier
- any animal allowed onto the insured address by you or anyone living at the insured address
- insects, vermin, or rodents. However, we'll cover damage they cause if it's covered under 'Fire (including bushfire)' on page 43 or 'Escape of liquid' on page 45.



Explosion



Loss or damage caused by an explosion.



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- the cost of repairing or replacing the item or container that exploded
- loss or damage caused by nuclear or biological devices
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage to the strata building (including common property) or common contents caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an explosion and not caused by erosion, structural fault, or design fault.

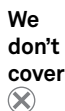


Riot, civil commotion or public disturbance



We cover

Loss or damage to the strata building (including common property) or common contents caused by riot, civil commotion, or public disturbance, for example, damage caused by a violent crowd moving down your street.



We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover loss or damage caused by any of the following:

- you, a lot owner, lot occupier, or their guests
- someone who entered the insured address with either:
 - your consent
 - the consent of someone who had your authority to allow them access to the insured address
- nuclear or biological devices.



Malicious acts and vandalism by lot occupiers or their guests



We cover

Loss or damage caused by malicious acts or vandalism by lot occupiers or their guests.

Note: An additional excess applies. See page 17 for more details.



We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover loss or damage caused by either:

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



Note: 'Same lot occupier' means at least one common person was usually residing at the unit at the time of both incidents.



Malicious acts and vandalism by people who aren't lot occupiers or their guests

We cover


Loss or damage caused by malicious acts or vandalism by people who are not lot occupiers, lot owners or their guests.

We don't cover


We don't cover anything in section 3 'General exclusions' see pages 25 to 36.
We also don't cover loss or damage caused by you, a lot owner, any lot occupier, or the guests of any lot owner or lot occupier.



Legal Liability

We cover


We cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property, resulting from an incident which happens during the period of insurance at the strata building or the common property at the insured address and for which you are legally responsible.

If a claim is made against you for compensation for death or bodily injury to others or for damage to their property and your legal liability to pay compensation in respect to that claim is covered by your policy, we'll also pay all legal costs associated with defending that claim. We need to first agree to pay the legal costs. If you incur legal costs before we first agree to pay them then in accordance with the Insurance Contracts Act 1984 (Cth) we may reduce our payment of those legal costs by an amount that fairly represents the extent to which our interests are prejudiced by you not seeking our agreement.

We don't cover


We don't cover anything in section 3 'General exclusions' on pages 25 to 36.

Limit


The most we'll pay for all claims from any one incident and in total during the period of insurance for legal liability covered by your policy is **\$20 million**, including all associated legal costs.



**Additional cover that comes with
your policy**

When a claim for loss or damage to the strata building (including common property) or common contents is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the strata building (including common property) or common contents sum insured, unless stated otherwise.

Some covers can also be claimed on separately to a claim for loss or damage to the strata building by the insured incident. All the conditions of your policy and the section 3 'General exclusions' apply to the additional covers.

In some circumstances, we may make an additional cover available to you before your claim to the strata building is confirmed as covered under your policy. This doesn't mean that your claim is accepted or will be paid.



Emergency repairs and other repair or rebuilding costs



Emergency repairs and make safe

When the strata building, or parts of the strata building, (including common property) have been damaged in an incident, we'll cover the reasonable and necessary costs of temporary work required to make the damaged or destroyed strata building (including common property) and insured address safe (for example, placing safety fencing around the damaged parts of the strata building, etc.).

When you have building cover

When you're covered for the costs of rebuilding or repairing damaged parts of the strata building (including common property), we'll cover the reasonable and necessary costs for any of the following:

- demolishing and removing any damaged parts of the strata building (including common property), that are not part of the scope of works, from the insured address
- removing debris, including fallen trees, or fallen branches, if the following both apply:
 - the debris has damaged the strata building (including common property)
 - removal of the debris is required in order to repair the strata building (including common property).
- for the services of professionals, such as architects or surveyors, required for the repair or rebuild of the destroyed strata building at the insured address
- making the repaired rebuilt strata building (including common property) components comply with current building regulations and laws. We only pay these costs if those strata building (including common property) components complied with building regulations and laws when they were built or when construction, repairs, renovations, or alterations were undertaken on those components.

When you have common contents cover

If loss or damage to the common contents is covered under your policy, we'll cover the costs to dispose of the damaged common contents.



Emergency repairs and other repair or rebuilding costs (continued)

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover the costs of any of the following:

- removing tree stumps and roots still in the ground
- removing or lopping trees or branches that haven't damaged the strata building (including common property)
- upgrading undamaged parts, sections, or components of the strata building (including common property) to comply with the current building regulations and laws
- making the strata building (including common property) comply with current building regulations and laws if it wasn't compliant with the relevant building regulations and laws when the strata building (including common property) was originally built or when construction, repairs, renovations, or alterations were undertaken. For example, we won't pay to raise the strata building (including common property) if renovations didn't comply with height limits or requirements when the renovations took place
- making the strata building (including common property) comply with current multi-residential building or fire safety regulations where either of the following apply:
 - they didn't exist when the strata building (including common property) was originally built or when construction, repairs, renovations, or alterations were undertaken
 - the strata building (including common property) wasn't correctly classified with your local council as a multi-residential building prior to the loss or damage occurring
- any professional fees (for example, architect's fees) related to a change in the design of the strata building (including common property) (or to upgrade any part of it) that you choose to make.

Limit



We will pay up to the greater of **\$5,000** or **15%** of the combined strata building and common contents sum insured under this cover for any one incident during the period of insurance. If the costs exceed this amount, we will also pay up to the difference between the combined strata building and common contents sum insured and any amount paid or payable to cover accidental loss or damage for the same incident under the policy.



Temporary accommodation for lot owners

We cover

When an incident covered by your policy damages the strata building and that damage restricts access to a lot at the insured address to the extent that the lot can't be lived in by the lot owner, we'll pay the lot owner's reasonable and necessary temporary accommodation costs for the time it takes to repair or rebuild the lot so that it can be lived in again. We'll also pay the lot owner for temporary accommodation of lot owner's domestic pets in a commercial boarding establishment for the same period that we pay for the lot owner's temporary accommodation.

The most we'll pay is the reasonable and necessary costs for both:

- short term accommodation, up to **4** weeks, agreed to by us (for example, standard rates for a hotel, motel, or serviced apartment), then if reasonable and necessary
- residential accommodation, up to another **48** weeks, of a similar standard to the lot that has been damaged in the incident and in a similar location (for example, if the lot is a 3-bedroom unit we'll aim to put the lot owner in a 3-bedroom unit in the same or similar location to the strata building).

We'll also cover some expenses related to temporary accommodation

When the lot owner is covered for temporary accommodation, we'll also pay the reasonable and necessary costs for any of the following:

- redirection of the lot owner's mail from the insured address for up to **52** weeks
- utility connection costs such as water, electricity, gas at the temporary accommodation residence
- assistance with bond payment if required, however, any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to the lot owner
- if applicable, the break fees associated with early termination of the lease or other rental agreement for the lot owner's temporary accommodation arising if they're able to return to their unit in the strata building in accordance with this additional cover before the term of the lease or rental agreement ends.



Temporary accommodation for lot owners (continued)

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36 or other costs related to any business activity operated at the unit. We also don't cover temporary accommodation costs for any of the following:

- if damage to the lot owner's contents is the reason the unit can't be lived in
- if you or the lot owner don't intend to repair or rebuild the strata building (including common property) or the unit
- if before the loss or damage occurred, the lot owner had planned to demolish the unit
- if the lot owner doesn't need to pay for temporary accommodation
- if the unit wasn't the lot owner's principal place of residence at the time of the loss or damage
- if the lot owner hadn't intended to be living in the unit during the repair or rebuild period (had the unit not been damaged)
- once the unit can be lived in again
- any amounts you or the lot owner are able to recover for temporary accommodation under another insurance policy not entered into by you;
- any amounts the lot owner is able to recover for temporary accommodation under another insurance policy not entered into by that lot owner.

Limit



The most we'll pay for all claims under this cover in relation to the same incident is up to the greater of **\$5,000** or **10%** of the strata building sum insured and the longest period that can be claimed for is **52** weeks.

Temporary accommodation costs during delays out of your control

If the limits under this additional cover have been reached, and all of the following from 1. to 4. apply, we'll pay for the lot owners reasonable and necessary temporary accommodation costs above the limits under this additional cover for the period of the delay(s):

1. the lot still cannot be lived in due to loss or damage covered under your policy
2. we have engaged a builder to repair or rebuild the building and the builder we are paying directly is undertaking the repair or rebuild
3. the reason the lot owner is still in temporary accommodation provided for under this additional cover is due to delay(s) to the repair or rebuilding covered by the claim
4. the delay(s) is or was out of the lot owner's control and the lot owner did not contribute to the delay(s) by your conduct.

Examples of delays are:

- delays due to trade or material shortages
- delays due to the local council approval process or government related grant applications beyond the unit owner's control.

Delays do not include delays due to any pre-existing damage.

The most we'll pay for temporary accommodation costs due to the delay(s) is up to an extra **5%** of the strata building sum insured.



Loss of rent following an insured incident

We cover

If following an incident covered by this policy a lot solely occupied by a lot occupier in the strata building can't be lived in or can't be re-leased, we'll pay the lot owner the weekly rental amount for the time it should take to repair or rebuild the strata building or lot so that it can be lived in or re-leased.

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

We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover loss of rent for any of the following:

- if you or the lot owner don't intend to repair or rebuild the strata building (including common property) or the lot
- if the lot occupier still has an obligation to pay the rent to the lot owner
- once the lot is able to be lived in again or be re-leased because the repair or rebuilding process for the damage covered under this policy is complete
- if the lot wasn't occupied by a paying lot occupier at the time the loss or damage occurred. However, we'll provide cover if it would have been rented, during the time taken to repair, replace, or rebuild the property or lot. You may be able to show this by a signed tenancy agreement from a lot occupier that was due to move in
- if the lot occupier hasn't paid rent or vacated the lot with rent owing immediately prior to the insured incident
- any amounts the lot owner is able to recover for loss of rent under another insurance policy
- if the lot owner doesn't have a written rental agreement with their lot occupier.

Limit

The most we'll pay under this cover in relation to the same incident is the greater of **\$5,000** or **10%** of the strata building sum insured and the longest period that can be claimed for is **52** weeks.



Costs to re-establish important documents

We cover

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

We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- documents that are the personal property of lot owners, lot occupiers, shareholders, members, proprietors, or any other person or party
- electronic files, however, we do cover electronic files that were legally purchased, and you can't restore them free of charge
- bearer bonds or coupons, bank or currency notes, book debts, or any negotiable instruments
- replacement of your documents as blank stationery.

Limit

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



Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid'

We cover

You can make a claim under this cover independently of a claim for loss or damage caused by an insured incident.

We'll cover exploratory costs for the following:

- locating the source of liquid escaping at the insured address
- repairing and restoring the damage to the strata building caused by the exploratory work if the escape of liquid first happens during the period of insurance.

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

We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera), we won't pay any further exploratory work costs, or loss or damage related to any further exploratory work after this point.

Limit

The most we'll pay are the reasonable and necessary exploratory costs for each incident.



Motor burnout



We cover

You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We cover the burning out or fusing of any electric motors, that happens in the period of insurance, which is part of the strata building (including common property) or part of the common contents (for example, garbage disposal units, swimming pool motors in common areas) and where the motor is less than **7** years old.

Cover includes the cost to repair or replace the following:

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

We'll aim to engage a member of our supplier network to repair or replace your motor (see below). If you have obtained your own quote or repaired or replaced the motor refer to the section "Paying you" (page 58) for how we will settle your claim.

Repairing your motor

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

We'll replace your motor in some circumstances

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement, the motor can't be repaired, or the motor isn't available (for example, it's obsolete or just unavailable at the time), you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss or damage.

If you don't accept the offer, you'll be paid the value of our replacement motor. This may be less than what it would cost you to replace the whole appliance. This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.

Paying you

If you have obtained a quote, we or a member of our supplier network will review this quote and we'll pay you the reasonable cost to repair or replace the motor or to replace the whole appliance containing the motor (if the cost to repair or replace the motor is more than the cost to replace the whole appliance).

If you've already had the motor repaired or replaced when you lodge a claim, this means we're not able to repair or replace the motor or arrange for someone to do this and we'll pay you the reasonable cost of the repair or replacement of the motor. This also means the second dot point under the heading 'What you must not do' on page 68 doesn't apply to motor burnout.



Motor burnout (continued)

**We
cover**


Replacing the whole appliance

If a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance containing the motor, you have the option for a replacement of the whole appliance of the same specification and standard available at the time of the loss and damage, sourced through our supplier network. If you don't accept the offer, you'll be paid our suppliers quoted cost to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.

**We
don't
cover**


We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- the cost of extracting or reinstalling a submersible pump
- any amount you can recover under a manufacturer's guarantee or warranty
- loss or damage to motors forming part of equipment or appliances used for any business activity
- loss or damage to a refrigerator or freezer caused by spoiled food.

Limit


Any claim covered under this additional cover will be settled in addition to the strata building sum insured.



Resilience improvements

We cover

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

- a claim for loss or damage to the strata building is covered by your policy
- we have engaged a builder to repair or rebuild the strata building and the builder we are paying directly is undertaking the repair or rebuild of the strata building
- the assessed quote to repair or rebuild the strata building is more than **\$40,000** or **10%** of the strata building sum insured, whichever is the higher amount; and
- the strata building does not already have the relevant resiliency building enhancement.

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

We don't cover

- any amount covered under 'Emergency repairs and other repair or rebuilding costs' to comply with the latest building regulations;
- anything in section 3 'General exclusions' on pages 25 to 36.

Limit

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



For what we mean by 'Resiliency building enhancements' see 'Terms and words with special meanings (definitions)' on page 91.



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



Embezzlement of funds

We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We cover the fraudulent embezzlement or theft, misappropriation, or conversion of your funds by office bearers, your employees or any professional managing agent engaged to provide strata management services to you committed in the period of insurance.

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any loss of funds caused by any of the following:

- arising out of theft, embezzlement, misappropriation, or conversion committed prior to the start of your policy
- unless you've exhausted any rights or entitlements to payments from any fidelity bond or fund or under other statutory legislation
- arising from conduct of the same person after you discover how this happened or identify the person responsible
- discovered more than **12** months after the end of the period of insurance during which the incident occurred
- not reported to us within **6** months of you discovering it
- when your accounting records can't prove how much you've lost. Accounting records may include bank statements, financial records, or a report from a forensic accountant.

Limit



The most we'll pay under this additional cover for all claims, in total, in the period of insurance is **\$50,000**, unless the relevant strata or community title laws in the state or territory where the strata building (including common property) is located require you to have fidelity cover for a greater amount, in which case we will pay up to the amount required by those laws up to a maximum of **\$250,000**.



Office bearer's liability

We cover

You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We'll cover any office bearer for loss arising from any claim first made against the office bearer for a wrongful act alleged against them arising directly to their position and duties as an office bearer in the period of insurance and notified to us in the period of insurance.

In addition, we cover:

Defence costs

For any claim that's covered by this cover, we'll pay the reasonable legal costs to defend that claim. We may do this even if indemnity hasn't been confirmed by us until the claim is withdrawn or indemnity under the claim is denied. If a claim is withdrawn or indemnity is denied, you must refund any defence costs advanced by us.

Continuous cover

If a claim, fact, or circumstance arises and that claim, fact, or circumstance should have been or could have been notified to us prior to the end of the relevant period of insurance, we'll accept the notification of such claim, fact, or circumstance under this cover, subject to the terms of this cover. However, we'll only do this if we have continuously been your insurer for the purposes of Office bearer's liability cover between the date when such notification should have been given and the date when such notification was in fact given. Cover for any such claim, fact, or circumstance notified to us will be subject to the terms and conditions, including the limit of liability and excess, applicable to the Office bearer's liability cover under which the notification should have or could have been given.

We don't cover

We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any claims for, arising from, or connected with any of the following:

- injury, sickness, or death of anyone
- damage to or loss of use of property, other than your entrusted documents
- facts or circumstances covered under any other part of your policy
- subject to the continuous cover clause above, any fact or circumstances of which you were aware prior to the inception of your policy that the office bearer (or a reasonable person in the office bearer's position) would reasonably expect might lead to a claim being made against you
- your decisions not to effect and maintain insurance as required by any strata legislation or by-law
- publication, defamation, or other disparaging material
- deliberate, reckless, or malicious wrongful acts or omissions
- a conflict of interest of an office bearer
- any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any office bearer



Office bearer's liability (continued)

**We
don't
cover**


- receipt of an illegal benefit by an office bearer
- any financial guarantee or warranty
- any intentional exercise of power by any office bearer where the exercise of power is for a purpose other than that for which the power was conferred
- relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes, and negotiable instruments
- wrongful acts or omissions by an office bearer when not performing in their role as your office bearer
- any legal action or legal claims brought against you outside of Australia
- any fines or awards for aggravated, exemplary, or punitive damages
- any claim by an office bearer claiming compensation from another office bearer, or you or office bearers claiming against each other.

Special conditions

Non-imputation

Where this additional cover insures more than one party, any conduct on the part of any one party or parties where the party or parties did any of the following:

- failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth)
- made a misrepresentation to us before this contract was entered into
- failed to comply with any terms or conditions of this cover

won't prejudice the right of the other party or parties to indemnity as may be provided by this cover, subject to both of the following:

- the party or parties so indemnified be entirely innocent of and have no prior knowledge of any of the conduct
- as soon as reasonably practicable on becoming aware of any of the conduct set out above, you must advise us in writing of all known facts in relation to the conduct.

Special definitions

The following special definitions apply to this additional cover:

Loss

means the amount payable to compensate another lot owner in respect of a claim for a wrongful act, including damages, judgments, settlements, orders for costs and defence costs.

You

has the meaning set out on page 10 and includes any office bearer.

Limit


The most we'll pay under this cover in total for all claims in the period of insurance (including legal costs) is **\$1,000,000**.



Lock replacement

We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

We'll cover the reasonable and necessary costs of replacing the strata building's locks or changing the key codes if all of the following occurs:

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

If you make a claim under this additional cover, no excess applies. We'll settle the claim by paying you by direct deposit. This means that we won't repair or replace or arrange for a service.

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- replacement of locks or key codes if you don't report the theft to the police
- replacement of motor vehicle or motorcycle keys or their locks
- replacement of keys or key codes to lots or any lock which does not relate exclusively to the strata building or insured common contents
- replacement of keys or key codes that were in the possession of a lot occupier

Limit



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



Voluntary workers cover

We cover



You can make a claim under this cover independently of a claim for loss or damage to the strata building (including common property) or common contents.

If a voluntary worker is injured or dies in an accident, we'll pay the voluntary worker benefits shown in the table on page 66 that corresponds with injury or death the voluntary worker suffered if the accident happens:

- at the insured address
- in the period of insurance
- while the voluntary worker is doing work you agreed to.

We don't cover



We don't cover anything in section 3 'General exclusions' see pages 25 to 36.

We also don't cover any of the following:

- the weekly benefit for voluntary workers shown on page 66, if the voluntary worker's average weekly income isn't reduced or lost because of the disability
- injury to any employee or contractor of yours
- worsening of any injury because the voluntary worker didn't seek medical treatment as soon as possible after the accident
- death of a voluntary worker if death occurs more than **12** months after the accident that caused it
- treatment for any condition or injury that existed before you insured the strata building (including common property) under your policy or before the voluntary worker began undertaking the voluntary work (a pre-existing condition), if at the time when your policy was entered into, you were aware of, or a reasonable person in the circumstances could be expected to have been aware of, the condition or injury
- intentional self-injury or suicide
- mental illness
- hernia
- illness (for example, a cold or virus)
- coronary failure or coronary thrombosis (for example, heart attack)
- stroke or cerebral haemorrhage
- injury, death, or disability caused by any of the following:
 - use of alcohol or illegal drugs
 - childbirth or pregnancy
 - something eaten or any other digestive ailment.



Voluntary workers cover (continued)

Injury or death	The benefits
Death	\$200,000
Total or permanent loss of sight in: <ul style="list-style-type: none">• both eyes;• one eye.	\$200,000 \$100,000
Total loss or complete inability to use: <ul style="list-style-type: none">• both hands or both feet;• one hand and one foot;• one hand or one foot.	\$200,000 \$200,000 \$100,000
Total and permanent loss of sight in one eye and total loss of effective use of one hand or one foot.	\$200,000
<p>Loss of average weekly earnings caused by the voluntary worker not being able to carry out their occupation.</p> <p>Total disability means being unable to carry out any of the usual duties of their occupation.</p> <p>Partial disability means being unable to carry out some, but not all, of the usual duties of their occupation.</p> <p>For weekly earning claims, we will require the following:</p> <ul style="list-style-type: none">• medical evidence confirming disablement• evidence that weekly earnings have reduced, for example, certificate from an employer or accountant. <p>We might also require either of the following:</p> <ul style="list-style-type: none">• written authority from the injured person to get their medical or other records• an examination of the injured person by a doctor we choose, to give us a report.	<p>Total disability – we pay the smallest of the following:</p> <ul style="list-style-type: none">• 100% of average weekly earnings• \$2,000 a week. <p>Partial disability – we pay the smallest of the following:</p> <ul style="list-style-type: none">• \$1,000 a week• the amount of earnings lost. <p>We'll only pay weekly benefits (net of any applicable withholding tax) for up to a total of 104 weeks for all disabilities caused by each accident.</p>
The most we pay for all payments made under this additional cover is:	
<ul style="list-style-type: none">• for each incident causing a claim;• all incidents causing a claim in any one period of insurance.	\$208,000 \$1,000,000

Note: Average weekly earnings is the voluntary worker's gross weekly wage or salary for the 13 weeks before the accident, divided by 13.



Making a claim

Making a claim

What you must do

You must do the following:

- make your claim within a reasonable period of time of the loss or damage occurring
- allow us to inspect the damaged strata building (including common property) or common contents
- allow us to arrange for experts to assess the damaged strata building (including common property) or common contents and to quote on repair or replacement
- arrange for all common contents to be moved and stored to facilitate repairs to the strata building (including common property)
- provide us with a quote/s for repair or replacement if we ask you to
- when requested, provide us with all proof of loss, ownership, and value
- provide us with information, co-operation, and assistance in relation to the claim (including attending interviews or giving evidence in court if required)
- allow us, or a person nominated by us, to recover, salvage, or take possession of the strata building (including common property) or common contents when we replace or pay you the full sum insured for the item or the strata building (including common property). When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

What you must not do

You must not do any of the following:

- dispose, or instruct someone to dispose, of any damaged parts or items of the strata building (including common property) or common contents without our consent unless either:
 - it's necessary for health and safety reasons
 - you can show it was done without your knowledge or against your instructions
- carry out or authorise repairs without our consent unless you can't contact us and need to make emergency repairs to protect the strata building (including common property) or common contents or it's necessary for health and safety reasons
- wash, clean, or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it's necessary for health and safety reasons
- admit liability or responsibility to anyone else unless we agree
- negotiate, pay, or settle a claim with anyone else unless we agree
- accept payment from someone who admits fault for loss or damage to the strata building (including common property) or common contents. Refer them to us instead.

Legal liability or office bearer's liability claims

In this section 'plaintiff' means the person or entity making a claim against you or your office bearers.

You must tell us, about any incident that has caused an injury to others or damage to other people's property.

You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you, or represent you at an inquest, official enquiry, or court proceedings. If we decide to defend you, settle any claim against you, or represent you, then you and your office bearer must give us all the help we need, including after your claim has been settled.

If we have legal advice that the sum insured won't be enough to fully compensate the plaintiff's claim and we think a court is likely to award more than this amount, our liability will be limited to the amount of the sum insured plus proportionate defence costs.

If you or your office bearer refuses to consent to any settlement recommended by us, our liability in relation to such claim won't exceed the amount for which the claim could have been settled (including costs and expenses incurred) up to the date of the refusal, subject to our solicitor's legal opinion. The cost of obtaining such legal opinion will be advanced by us as defence costs.

If you don't comply

If you don't comply with 'What you must do' and 'What you must not do' or under Legal liability or office bearer's liability claims, we can do either of the following:

- reduce or refuse to pay your claim (see page 13)
- cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay.

If we decline a claim or do not pay your claim in full

We'll provide reasons for our decision to decline the claim or not pay it in full. We'll send you written confirmation of our decision.

How to establish your loss

Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you don't do this, we won't be able to pay your claim.

We may obtain either of the following from the police:

- confirmation that you reported the incident
- details of any investigations they undertook.

You must give us authority to access these records if we ask.

Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged.

Proving loss, ownership and value

You must give us proof of loss, ownership, and value of items claimed when we request it.

Allowing us, a repairer, or an expert appointed by us, to look at what is damaged is usually all that's needed to prove your loss. Sometimes we might ask you to produce a copy of the most recent plans and drawings for the strata building (including common property), photographs of the strata building (including common property), or other proof that supports the extent of the loss you've suffered.

For lost, damaged, or stolen items that are no longer available for inspection (for example, because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and reasonable proof of ownership and value.

The type of proof we might ask for includes the following:

- proof of purchase (for example, a sales receipt that has the item, description or code, a purchase price, date purchased and where the item was purchased)
- a valuation from a qualified professional valuer
- original operating manual, manufacturer's box
- certificate of authenticity
- close-up photograph and a full description of the item (for example, brand, model).

We won't accept a statutory declaration as proof of ownership and value if that's the only proof you have.

How we settle building claims

We'll aim to use a member of our supplier network to repair or rebuild the damage to the strata building (including common property). This isn't always possible for example, if there is pre-existing damage. This will determine how the strata building claim will be settled.

When a member from our builder supplier network can complete the repair or rebuild

When your claim for loss or damage to the strata building (including common property) is covered, we'll engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the strata building (including common property) on a 'new for old' basis.

Once the scope of works and quote is provided to us, we'll arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method (including the required earthworks to support the repair method), labour and material costs, and overall cost effectiveness.

<p>If the amount of our builders assessed quote to repair or rebuild the strata building (including common property) on a 'new for old' basis is less than the strata building sum insured, we'll offer you the choice to have the strata building (including common property) repaired or rebuilt (based on the recommendation of our builder).</p>		<p>If the amount of our builder's assessed quote to repair or rebuild is more than the strata building sum insured, we will not repair or rebuild.</p>
<p>✓</p>		<p>✓</p>
<p>If you accept the offer</p>	<p>If you choose to not accept the offer</p>	<p>You will be paid the strata building sum insured.</p>
<p>✓</p>		<p>✓</p>
<p>The builder we engage will be authorised to complete the repair or rebuild on a 'new for old' basis.</p>		<p>You'll be paid the amount of our builder's assessed quote to repair or rebuild on a 'new for old' basis).</p> <p>Note: this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We're able to secure supplier discounts from within our supplier network.</p>

When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the strata building (including common property) is covered and a member of our supplier network is unable to complete the repair or rebuild, we'll ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the strata building (including common property) on a 'new for old' basis.

Once the scope of works and quote is provided to us, we'll arrange for it to be assessed. This will involve reviewing the quote to determine it's appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method (including the required earthworks to support the repair method), labour and material costs, and overall cost effectiveness.

If your builder's assessed quote is appropriate and reasonable for the scope of works, we'll then pay you your builder's assessed quote. If it isn't, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We'll then pay you the adjusted amount of the quote.

How we settle common contents claims

When your claim for loss, theft or damage to your common contents is covered, your common contents may be replaced, repaired or we may pay you. We'll aim to use a member of our supplier network to repair or replace damaged common contents.

This isn't always possible or practical and this will determine how the common contents claim will be settled.

This won't be possible or practical where:

- there's pre-existing damage to your common contents item(s) or it's unsafe to repair them
- we don't have a supplier for the lost or damaged items (or we don't have a supplier available in your area)
- the lost or damaged items can't be itemised or measured (for example, items that have been completely destroyed)
- there's no expertise available in Australia to repair the item
- the common contents are low value items
- replacement(s) for the common contents item(s) aren't available readily at a supplier(s) convenient to you.

We'll tell you if this is the case and we'll settle your claim by paying you, see 'Paying you' below.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your common contents sum insured, you'll be paid your common contents sum insured.

Repairing your common contents

We'll engage a repairer within our supplier network who is able to complete the repairs to your common contents to provide a quote and we'll assess that quote (see below). If the assessed quote to repair the item is less than the cost of replacement, we'll authorise the repairs.

Replacing your common contents

If the assessed quote to repair is more than the cost of replacement on a 'new for old' basis or if the common contents item can't be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 73 for what 'new for old' means.

Paying you

We'll pay you to settle your claim:

- if you don't accept an offer to repair the common contents item, you'll be paid our supplier's assessed quote to repair the item
- if you don't accept an offer to replace the common contents item, you'll be paid the amount of our supplier's assessed quote to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market. We're able to secure supplier discounts from within our supplier network
- if it isn't possible or practical for us to repair or replace damaged common contents, we'll pay you the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis.

To work out the amount of the assessed quote we'll review the quote(s) provided by our supplier or if it isn't possible or practical for us to repair or replace the damaged common contents, the quote(s) you've provided to repair or replace the damaged common contents, and assess those

quote(s) to make sure that each quote is appropriate and reasonable for the scope of services or goods. This includes a consideration of the appropriateness of materials, repair method, labour and material costs, and overall cost assessed to repair or replace the common contents on a 'new for old' basis.

We'll pay you by direct deposit, or if available, you can choose to be paid with a voucher, store credit, or stored value card.

When we settle a strata building or common contents claim

We won't do any of the following:

- pay more than the relevant sum insured or policy limit
- pay extra because you paid more for an item when it was originally purchased
- pay extra to repair or rebuild the strata building (including common property) to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in meaning of 'New for old' see page 73
- pay extra to replace a common contents item to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in the meaning of 'New for old' see page 73
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions', on page 25), other than a defect or fault that we guarantee under this policy
- fix or pay to fix pre-existing damage
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

'New for old'

'New for old' means all the following:

- rebuild or repair with new items or new materials that are reasonably or readily available at the time of rebuild or repair from Australian suppliers
- rebuild or repair regardless of age, with no allowance for depreciation
- rebuild or repair to the same type, standard and specification (however, not brand) as when new. If the same isn't reasonably available from an Australian supplier, we'll rebuild or repair with items or materials of a similar type, standard and specification as when new. We can rebuild or repair with items that are a different brand.



For example, outdoor furniture in a common area, including tables and chairs, which were purchased **5** years ago for **\$5,000** and are now worth **\$2,000**, will be replaced with brand new outdoor furniture equivalent to your old outdoor furniture when it was new. Cover isn't limited to **\$2,000**.

'New for old' doesn't mean either of the following:

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

When 'new for old' may differ

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

When these items are being replaced, 'new for old' means replacing with a new item of equal specification (however, not brand) and if you agree, it means replacing with a minimum 3-star energy rating if this is available. It can be a different brand.

Obsolete electrical appliances

For obsolete electrical appliances, such as outdated computers or TVs, 'new for old' means, replacing or repairing to an equal specification (however, not brand). If this isn't available, it means to the nearest better specification available. It can be a different brand. We don't repair or replace, or pay you for, electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (for example, a TV in a common area that can no longer be watched).

Shared fences

If we pay a claim for loss or damage to shared fences, we'll only settle the claim by paying you the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis. This means that we won't repair or replace or arrange for a service. Any payment for shared fences will only be for the proportion of your ownership in that shared fence. A shared fence is one that is on a boundary line between two properties and ownership is shared equally by the owners.

Common contents items that can't or won't be replaced 'new for old'

For these items (such as paintings, pictures and works of art in a common area), 'new for old' means that if the item can't be replaced 'new for old' or repaired, we'll pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

Building claims

This section relates specifically to a claim made on the strata building policy and is in addition to the information in 'How we settle building claims' pages 70 to 71.

When we authorise the repair or rebuilding of the strata building (including common property)

We may enter into any building contract with the selected repairer and/or supplier on your behalf. We'll oversee the repairs and keep you informed of their progress.

Repairing or rebuilding damaged parts

Only parts that are damaged where the damage is covered by your policy will be repaired or rebuilt. Apart from the limited circumstances where undamaged parts will be repaired or rebuilt (see 'When we'll pay extra in relation to undamaged parts' on page 75) this policy doesn't cover you to replace undamaged parts, such as when:

- **one garage door is damaged**

only the damaged door will be repaired or replaced, not other doors.

- **roof tiles are damaged**

only the damaged tiles will be repaired or replaced, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and don't match to the new ones used for repairs.

- **roof sheeting is damaged**

only the damaged roof sheeting will be repaired or replaced, not the undamaged roof sheeting, even if the closest match available is a different shade, colour, finish, material, or profile to the undamaged roof sheeting.

- **an external wall is damaged**

only the damaged parts of the wall will be repaired or replaced, not undamaged areas of the wall or other sides of the strata building.

When we cannot match materials to undamaged parts

If we can't find new materials to match undamaged parts, then under 'new for old' we'll offer to repair or rebuild using new materials of a similar type, standard and specification to the damaged parts of the strata building (including common property) when new and that are reasonably commercially available in Australia and compliant with current building regulations. It may not be the same brand, line, or product.



If you're not satisfied with the materials we find, you have two further options before we commence the repair or rebuild:



You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we've found. See also 'When we'll pay extra in relation to undamaged parts' on page 75 as there are some limited circumstances where we'll pay extra to repair or rebuild undamaged parts.



We can pay you our builder's assessed quote of repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we've found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the strata building market. We're able to secure supplier discounts from our supplier network.

When we'll pay extra in relation to undamaged parts

If we can't match the materials with the undamaged parts, we'll pay extra to rebuild or repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **wall tiles are damaged**

we'll pay to replace undamaged wall tiles in the same room, stairs, hallway, or passageway* so they match or complement new tiles used for repairs.

- **other wall coverings are damaged**

(for example, paint, wallpaper, and wood panels, however, not tiles) we'll pay extra to paint, wallpaper, or replace undamaged wall coverings in the same room, stairs, hallway, or passageway* where the damage occurred.

- **floor coverings are damaged (including tiles)**

we'll pay extra so that continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway, or passageway* where the damage occurred will have a uniform appearance. This doesn't mean that we'll always replace the undamaged floor coverings. Sometimes a repair (for example, sanding or other floor treatment) may be possible to achieve a uniform appearance.

- **cabinets, cupboards or benchtops are damaged**

we'll pay extra to replace undamaged parts of the same cabinet, cupboard, or benchtop so that they match the repaired parts.

*See pages 77 to 78 for 'What we mean by same room, stairs, hallway, or passageway'.



Same cabinet, cupboard or benchtop means all the following:

- those parts continuously joined to the damaged parts (this is one 'section')
- made out of the same materials
- on the same level.

The same cabinet, cupboard, or benchtop doesn't include a separate kitchen island, however, it does include a cabinetry tower (for example, a pantry) (including any upper or lower cabinets joined to the cabinetry tower) if they are continuously joined to the damaged part and made out of the same materials. For the avoidance of doubt, we consider cabinetry that connects to a cabinetry tower in this manner is on the same level and is the same cabinet and cupboard.



Sometimes replacing the benchtop, door fronts, or drawers in the undamaged area is all that's necessary to create a uniform appearance.



In relation to claims under 'Escape of liquid' see page 45 and 'Exploratory costs where liquid escaping isn't covered under insured incident 'Escape of liquid' see page 57, the most we'll pay under 'When we'll pay extra in relation to undamaged parts' on page 75 for wall tiles is **\$750**.

What we mean by same room, stairs, hallway, or passageway

Same room

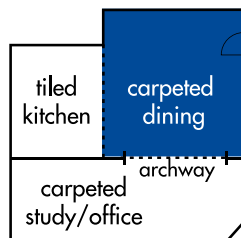
A room is an area starting and finishing at any of the following:

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

A room isn't the same room if there's a change in floor elevation in the room flooring.

A hallway next to a room isn't the same room, even if it has the same continuously joined floor covering.

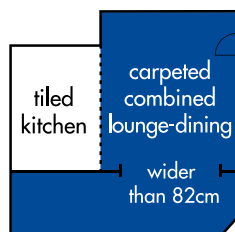
Any archway or similar opening separates a room unless it's a combined lounge-dining room (below).



Combined lounge-dining room

We'll only combine rooms with a shared doorway, archway, or similar opening when all the following apply:

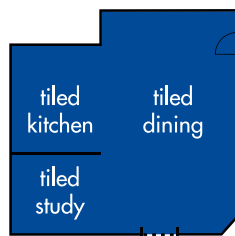
- they're lounge and dining rooms
- the elevation in the flooring is the same in both rooms
- the shared doorway, archway, or similar opening is wider than **82cm**
- the floor or wall covering is the same in both rooms.



Open plan areas

When there is no wall, archway, doorway, or similar opening, the room continues until any of the following:

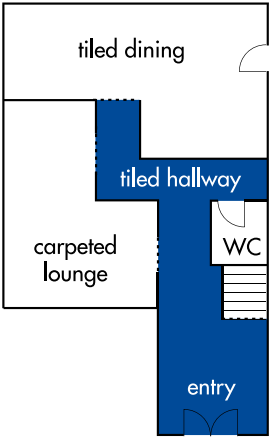
- a change in the floor or wall covering
- there's a change in elevation in the floor
- the start of a hall or passageway
- the nearest wall, doorway, archway, or similar opening.



Same passageway or hallway

A passageway or hallway has the same meaning as a room. We won't combine a hallway and a room.

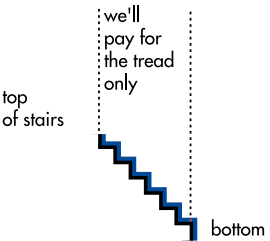
A passageway or hallway isn't the same passageway or hallway, if there's a change in elevation in the passageway or hallway flooring.






Same stairs

Side view of stairs

The same stairs is the top of the treads only on the stairs and not the room (or the landing) at the top of the stairs.



Legend

	Shaded areas show the area that we consider the same room, stairs, hallway, or passageway.
	Solid lines represent floor to ceiling walls.
	Dotted lines show boundaries of a room or area where there's no physical barrier present (for example, no wall or door).

How we deal with inherent defects, faults and poor workmanship

There are different ways we manage inherent defects, faults, and poor workmanship during the repair or rebuilding process:

- if the strata building (including common property) has an inherent defect, fault, or poor workmanship (see section 3 'General exclusions', on page 25), it isn't covered, and we won't pay to fix it. This is the case whether you knew about the inherent defect or fault (or not).

For example, we wouldn't fix structural posts, beams, or load bearing walls that have been removed without taking into account structural engineering requirements.

- if an inherent defect or fault (or poor workmanship) causes or contributes to loss or damage to the strata building (including common property), that resultant damage isn't covered, but only if you knew about the inherent defect or fault or should have reasonably known about it (see

section 3 'General exclusions', on page 25). For example, your roof has a fault (and you knew about the fault because you've been told about it by a tradesperson) and this allows rain to enter during a storm, we won't pay to fix that resultant water damage.

- If a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (for example, because an inherent defect, fault, or poor workmanship in any strata building (including common property) component won't support the repairs) we'll pay in accordance with 'How we settle building claims', on page 70 as if the strata building (including common property) component didn't have the inherent defect, fault, or poor workmanship. This is the case whether you knew about the inherent defect, fault, or poor workmanship (or not). For example, a defective load bearing wall won't support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the strata building (including common property) didn't have the defective load bearing wall.

How we deal with the presence of asbestos

We don't cover the cost to remove asbestos or its derivatives from the insured address unless the cost is incurred to repair or rebuild loss or damage to the strata building (including common property) covered under your policy. However, only to the extent removal is necessary to repair the insured strata building (including common property) damage or for demolition if the strata building (including common property) is required to be rebuilt.

Changes to the strata building (including common property)

If you want to change the design of the strata building (including common property)

When repairing or rebuilding the strata building (including common property), if we agree, you can change the design of the strata building (including common property) or upgrade parts of it, provided you pay all the extra costs of doing this including all costs related to the construction and all professional fees (for example, architects' fees). If you want to downsize the strata building (including common property) for less cost than you're entitled to claim, we won't pay more than the assessed quote provided from a member of our supplier network to rebuild the downsized strata building (including common property). For example, if your strata building is damaged in a storm and has to be rebuilt, and you choose to downsize to a smaller strata building, the most we'll pay is the assessed quote from our builder to rebuild the smaller strata building.

Choosing to rebuild on another site

If the strata building (including common property) is to be rebuilt following an incident covered by your policy, you can choose to have the strata building (including common property) rebuilt on another site provided you pay any extra costs involved.

Common contents claims

This section relates specifically to a claim made on your common contents policy and is in addition to the information in 'How we settle common contents claims' on page 71.

When we repair or replace your common contents

We'll repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.


We'll do our best to replace to the same type, standard, and specification (but not brand) as when new.

Repairing or replacing damaged common contents



We'll only repair or replace common contents that are lost or damaged when the loss or damage is covered by your policy. Apart from the limited circumstances where we'll repair or replace undamaged common contents (see 'When we'll pay extra in relation to undamaged parts' on page 75) you can't claim to replace undamaged common contents. For example, an outdoor chair which is part of a suite is damaged beyond repair, we'll pay to replace that chair, not the whole outdoor suite.

If we can't match materials to undamaged parts

If we are repairing or replacing the common contents and we can't find new materials to match undamaged parts, we'll use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand, line, or product.



If you aren't satisfied with the materials we find, you have two options, before we commence the repair or replacement:

	
<p>You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also 'When we'll pay extra in relation to undamaged parts' on page 75 as there are some limited circumstances where we'll pay extra to repair or replace undamaged parts.</p>	<p>We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We're able to secure supplier discounts from our supplier network.</p>

When we'll pay extra in relation to undamaged parts

If we can't find new materials to match undamaged parts, we'll pay extra to repair or replace undamaged parts to achieve a uniform appearance in the following limited circumstances:

- internal window coverings**
we'll pay extra to replace undamaged window coverings in the same room, stairs, hallway, or passageway* where the damage occurred.

- **carpets or other floor coverings**

we'll pay extra so that continuously joined, undamaged and matching carpets or other floor coverings (that are covered as a common contents item) in the same room, stairs, hallway, or passageway* where the damage occurred will have a uniform appearance. This doesn't mean that we'll always replace the undamaged carpets or flooring.

Sometimes a repair may be possible.

*See pages 77 and 78 for 'What we mean by same room, stairs, hallway, or passageway'.

Deductions from your building claim

If we pay the full strata building sum insured to you, we'll deduct the following where applicable, from the amount we pay you for any of the following:

- unpaid excesses
- unpaid premium including any unpaid or remaining instalments for the unexpired period of insurance (if any)
- input tax credit entitlement, see page 87.

After we pay your claim

Guarantee on work we authorise

We guarantee the quality of the workmanship for all authorised repairs to the strata building if we have selected and directly authorised a supplier.

Potential impact on cover and premiums

After a building claim

If we only pay part of the sum insured to you, your policy continues for the period of insurance.

If we pay the full sum insured to you, all cover under the strata building policy stops on the day we pay your claim or otherwise finalise your claim.

There is no refund of premium.

After a common contents claim

If we pay part of, or the full common contents sum insured, the common contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess your common contents sum insured. Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

Salvaged building and common contents items

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We'll need you to make the damaged or recovered item available to us.

Our right to recover from those responsible

We can take legal action in your name to recover your loss

We've the right (and your permission) to take action or start legal proceedings to recover your loss from any person or entity who is or would be liable to you for that loss. We can do this if both of the following apply:

- you've suffered loss or damage or incurred a legal liability as a result of an incident covered by this policy
- you've made a claim with us for that incident.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident.

When we take action or start legal proceedings

Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We'll have full discretion over the conduct and any settlement of the recovery action.

We can take over and continue legal action you've already started

We also have the right (and your permission) to take over and continue any action or legal proceedings you've already started against any person or entity who is or would be liable to you for your loss, if you make a claim with us for your loss. We can exclude your loss from a class or representative action.

If your loss is part of any class or representative action that hasn't been started under our instructions, we also have the right (and your permission) to exclude your loss from that class or representative action.

We'll do this so we can instead include your loss in any separate legal proceedings which are or will be started under our instructions.

You must help us recover your loss however you reasonably can

You must provide us with all reasonable assistance, co-operation, and information to help us in the recovery of your loss.

This may include any of the following:

- providing a more detailed version of events, which may include completing a diagram, statement, or affidavit
- providing us with any documents required to prove your loss
- providing copies of any available photographs or footage of the incident
- lodging a police report or obtaining relevant documents (for example, applying for records from the police, fire and rescue, councils, and other entities (when we can't request them ourselves))
- attending court or meetings with our legal and other experts (only if required)
- providing evidence and documents relevant to your claim and signing such documents, including signed statements and affidavits we reasonably request.

We'll pay the cost of filing the police report and relevant searches to locate the third party.

We'll also cover costs you incur to attend court up to **\$250** in total per claim.

You mustn't agree or admit to anything that can limit your and our rights to recover your loss

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

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Important things to know – our contract with you

About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply.

The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by monthly instalments, as 'Instalment amount'.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and the strata building (including common property) and common contents to calculate the premium.



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

You must pay your premium to be covered

You must pay the premium by the due date to get this insurance cover. We'll tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay the premium by instalments, however, it costs less to pay annually.

If you ask to pay the premium by debiting your account or card, we'll automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

Late annual renewal payments

If you don't pay the premium due on renewal by the due date, you have no cover from the due date.

Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue, we'll let you know, and under the Insurance Contracts Act 1984 (Cth) we can cancel your policy either:

- by giving you at least **14** days advance notice; or
- without prior notice, once an instalment is **1** month (or more) overdue.

We'll consider the conduct of others when you make a claim

When we consider a claim under this policy, we'll have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we're not legally required to do so. If we do, we'll limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you're entitled to for your premium and your claim, each time you make a claim. If you don't give us this information or if you tell us an incorrect ITC, we won't pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you're entitled for any acquisition which is relevant to your claim, or to which you would've been entitled had you made a relevant acquisition.

In respect of your policy, where you're registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only.

You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

What happens with cancellations or removal of cover

Cancellation by you or removal of cover

For each policy you cancel or cover you remove (unless your chosen cover can't be removed), we'll refund the premium already paid for the remaining period of insurance for that policy or cover, less any non-refundable government charges. We won't give a refund if the refund is less than **\$10**.

If you pay by instalments, on cancellation you agree to pay us any portion of the premium that's owing. You authorise us to deduct any unpaid instalments by direct debit from the account or card you previously nominated for payment.

Cancellation by us

We can cancel your policy in line with the requirements under the Insurance Contracts Act 1984 (Cth). For each policy cancelled, we'll refund the premium already paid for the remaining period of insurance for that policy, less any non-refundable government charges. We won't refund amounts less than **\$10**. If we cancel your policy due to fraud, we won't refund any money to you.

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning (02) 9253 5100.

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

Report insurance fraud

Insurance Fraud isn't a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims.

Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills
- staged vehicle or home incidents
- false or inflated home or vehicle claims
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.



What to do if you have a complaint and other important information

How to contact us with a complaint

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

- By phone:** 13 10 10
- By fax:** 1300 724 872
- In writing:** GIO, Reply Paid 3999, Sydney NSW 2001
- In person:** By visiting one of our agencies
- By email:** gioservice@gio.com.au

Complaints can usually be resolved on the spot or within **5** business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations Team can assist:

- By phone:** 1300 264 094
- By email:** idr@gio.com.au
- In writing:** GIO Customer Relations Team, PO Box 14180, Melbourne City Mail Centre, VIC, 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

- By Phone:** 1800 931 678
 - By Email:** info@afca.org.au
 - In writing:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 - By visiting:** www.afca.org.au
-

9

Terms and words with special meanings (definitions)

Some terms and words in this policy have a special meaning (definition) which applies to them.

It's important to read this section because it gives the meaning which applies to those terms and words and can impact how your policy is interpreted. If a term or word doesn't have a special meaning then it just has its ordinary meaning.

Accidental loss or damage

This term means sudden loss or damage that occurs without intent. It does not include loss or damage caused by or arising from the incidents shown on pages 40 to 50.

Actions or movements of the sea

This term means:

- rises in the level of the ocean or sea
- sea waves
- high tides or king tides
- any other actions or movements of the sea. It doesn't include a tsunami or storm surge.

Administration office

This term means a unit or part of a unit in the strata building (including common property) used for your secretarial functions or your caretaking or letting services.

Aquarium

This word means a large glass tank filled with water, in which people keep animals (usually fish) and unlike a fishbowl, isn't easily carried or moved.

Body corporate

This term means the entity responsible pursuant to the strata legislation for the strata building and common property insured under this policy being the owners corporation, body corporate or similar body by whatever name.

Business activity

This term means either of the following:

- activity specifically undertaken for the purposes of earning an income
- activity registered as a business and which you're obliged by law to register for GST purposes.

It doesn't mean the residential tenancy of any part of the strata building (including common property) by a lot occupier.

Can't be lived in

This term means destroyed or made completely or partially unfit to live in. This might include if the utilities aren't available, or it isn't safe to live in.

Can't be re-leased

This term means unable to be leased again.

Certificate of insurance

This term means the latest certificate of insurance, including the insurance account, we've given you. It's an important document as it shows the covers you've chosen and other policy details.

Common property

This term means property in a strata scheme which is not a lot and which is vested in the body corporate or for which the body corporate is legally responsible under strata legislation.

Common contents

See 'We cover as the common contents' on page 22 and 'We don't cover as the common contents' on page 23.

Communicable Disease

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent can be of any kind and includes, but is not limited to, respiratory droplet, saliva, bodily waste, blood, a virus, bacterium, parasite, other organism, or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Compensation

This word means money you're legally liable to pay as a result of either:

- a judgement made against you by a court of law
- a settlement by us of legal action against you.

It doesn't include fines, penalties, punitive, aggravated, or exemplary damages.

Components (or strata building (including common property) component)

This word means a strata building (including common property) element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item. For example, the roof (sheeting or tiles) is a component, the fire wall within the roof space is another component.

Computer system

This term means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, or data storage device, networking equipment, or back up facility.

Course of construction

This term means from the time that construction of a new strata building at the insured address commences until the time that both the following apply:

- the strata building is ready to be moved into, and electricity and water services are connected
- there is no outstanding work or the only remaining work to be done is the following:
 - installation of floor coverings (for example, carpets or floating floors)
 - internal painting
 - installation of light fittings.

Damage(d)

This term means physical damage, unless stated otherwise in your policy.

Electronic data

This term means information, facts, concepts, code or any other information of any kind that's converted, recorded or transmitted in a form to accessed, communicated, displayed, distributed, interpreted, processed, transmitted or stored or used in or by a computer system.

Excess

See page 17.

Fence

This word means a structure built, using various materials, to enclose a space (partially or fully), mark a boundary or restrict access. For fences built on a property boundary line with shared ownership see page 74.

Fire (including bushfire)

This word means burning with flames.

Fixed

This word means permanently attached to the strata building or permanently anchored in the ground.

Floating floors

This term means flooring (real or imitation) that isn't nailed down or glued to the layer beneath.

Flood

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

- any lake, river, creek, or other natural watercourse (whether or not altered or modified)
- any reservoir, canal, or dam.

Free-standing outdoor wall(s)

This term means a standalone wall that isn't connected at either end to a building or other structure, and not restrained along the top. Brick fences are a typical example of a freestanding outdoor wall.

Funds

This word means money, negotiable instruments, securities, or tangible property received by you, or collected on your behalf, which has been or was to be set aside for the financial management of your affairs. Funds don't include the personal money, securities, or tangible property of your lot owners or members.

Guest

This word means any person invited onto the insured address as your guest, a lot owner's guest, or a lot occupier's guest.

Illegal drugs

This term means drugs that are prohibited from manufacture, sale, or possession in Australia including but not limited to any form of methamphetamine.

Illegal drug precursor

This term means the starting materials for illegal drug manufacture.

Incident

This word means a single event, accident, or occurrence which you didn't intend or expect to happen. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

Insured address

See page 20.

Lot

This word means each volumetric space shown on any registered plan relating to your strata scheme.

Lot occupier

This term means a person who is on legal occupation of a lot or who is permitted by a lot occupier or lot owner to be present on a lot.

Lot owner

This term means a person who is the registered owner of a lot.

Loss

This word means physical loss or physical damage, unless specifically stated otherwise in your policy.

Malicious act

This term means a single intentional and wilful act characterised by malice. It isn't wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping, or neglect.

Managing agent

This term means a person or other entity appointed in writing and paid by you with delegated functions, including the authority to act as an office bearer in relation to the strata building (including common property) at the insured address, and whose business it is to act in that way.

Office bearer

This term means the following:

- any person appointed (including any person appointed at any time in the past or future) by you to act as an office bearer or committee member for any committee you are required to have under strata legislation in relation to the strata building (including common property) at the insured address
- any managing agent when acting as an office bearer as described above, when acting in that capacity
- any person invited by any person described above, in accordance with their delegated authority to assist in the management of any committee you are required to have under strata legislation in relation to the strata building (including common property) at the insured address.

Occupied

The word 'occupied' means all the following:

- the strata building is furnished enough to be lived in
- someone is eating, sleeping, and living at the strata building
- the strata building is connected to utilities.

The term 'furnished enough to be lived in' means the strata building contains at least all the following: a bed, clothes and linen storage area, an eating table or bench, a refrigerator and a cooking appliance.

Period of insurance

This term means when your policy starts to when it ends. It's shown on your certificate of insurance.

Personal transportation vehicle

This term means a scooter, skateboard, e-bicycle, unicycle, hover-board, one-wheel, or segway that's all the following:

- battery driven or electric
- used for personal transportation
- suitable to be ridden by one person
- not required to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

Planned to demolish

This term means you planned to demolish the strata building (including common property), have lodged an application to do this, or a government authority has issued a demolition order for the strata building (including common property).

Policy

This word means your insurance contract with us. It consists of this PDS, any SPDS we've given you and your latest certificate of insurance.

Rental agreement

This term means a current and valid written agreement for the insured address between a lot owner (or their agent) and their lot occupier that includes all the following:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent)
- is for a fixed term
- the following minimum requirements – a start and finish date, a minimum duration, the weekly rental amount, the bond that the lot occupier is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

'Rental agreement' doesn't include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

Resiliency building enhancements

This term means an alteration or addition to the strata building designed to improve the building's resilience to incidents. These may include items such as cyclone rated shutters, ember protection options and raising external services around the strata building (such as air-conditioner units, hot water systems and pool pumps) to alleviate future flooding damage.

Retaining wall

This term means a wall or similar structure, which isn't part of the strata building (including common property), that holds back or prevents the movement of earth or other type of material. It can be any type of structure or landscaping feature, using any type of material, that is present between differing levels of earth or other type of material.

Scope of works

This term means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim.

Storm

This word means a single weather event being, a cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow, or dust.

Storm surge

This term means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge doesn't include actions or movements of the sea.

Strata building (including common property)

See 'We cover as the strata building (including common property)' on page 20 and 'We don't cover as the strata building (including common property)' on page 21.

Strata legislation

This term means the applicable act or regulation governing strata title, community title or similar-type property in the state or territory where the insured address is situated, such as the Strata Schemes Management Act 2015 (NSW), Strata Schemes Development Act 2015 (NSW), Owners Corporation Act 2006 (VIC), Body Corporate and Community Management Act 1997 (QLD), Community Title Act 2001 (ACT), Strata Titles Act 1998 (TAS), Strata Titles Act 1985 (WA), Strata Titles Act 1988 (SA) or Unit Titles Scheme Act 2009 (NT), including all amendments thereto and all replacement, successor or functionally similar legislation.

Strata scheme

This term means a strata scheme, strata plan (or similar statutory scheme or plan by whatever name) as defined in strata legislation, relating to the insured address.

Strata Insurance Additional Information Guide

See page 3.

Sum(s) insured

This term means the sum(s) insured shown in your certificate of insurance. There may be different sum(s) insured for different property. See 'What we pay' on page 6.

Tenant

This word means the person or persons who have been granted the right to occupy a unit in the strata building (including common property) under a rental agreement or lease that complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent) and includes any other person who usually resides at the unit, at the insured address.

Unit

This word means an area (for example, unit, villa, townhouse, or apartment), marked as a lot or unit on the strata scheme for your strata building. It doesn't include common areas.

Vandalism

This word means a single intentional and wilful act to destroy, damage or deface something. It isn't wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping, or neglect.

Vermin

This word means small animals (for example, geckos and rodents) or insects that are typically thought of as pests. Vermin doesn't include a possum.

Voluntary worker

This term means a lot owner, nominee of a lot owner, or office bearer who voluntarily does work or performs duties in and around the strata building (including common property) and the common areas. A voluntary worker isn't an employee or anyone who receives financial reward other than reimbursement for expenses.

Water containers

This term means drains, gutters, baths, sinks, basins, toilets, bidets, tanks, swimming pools, spa baths, hot water systems, dishwashers, washing machines, and evaporator trays in refrigeration appliances. A water container is not a shower base or the walls of a shower cubicle.

Weekly rental amount

This term means either:

- the weekly rent payable under the rental agreement
- the amount a lot occupier would've paid immediately before the insured incident, assessed by a suitably qualified person agreed to by us, if the insured address wasn't tenanted at the time the loss or damage occurred less agent's commission and fees.

We, us, our and GIO

See page 10.

Wrongful act

This term means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, libel, slander, omission, breach of warranty or authority, or other act wrongfully made, committed, attempted, or allegedly made, committed, or attempted by any office bearer in the discharge of his or her duties in that capacity.

You/Your

See page 10.

- For enquiries **13 10 10**
- For claims **13 14 46** – 24 hours a day – every day
- Report any suspected insurance fraud to our hotline on **1300 881 725**
- Visit one of our agencies
- Find us on the web at **gio.com.au**

Who we are

This insurance issued by AAL Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO



PROPERTY REPORT

From www.land.vic.gov.au at 11 August 2025 10:06 AM

PROPERTY DETAILS

Address: **4/13 BELFORT STREET DANDENONG 3175**

Lot and Plan Number: **This property has 4 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **GREATER DANDENONG**

Council Property Number: **463675**

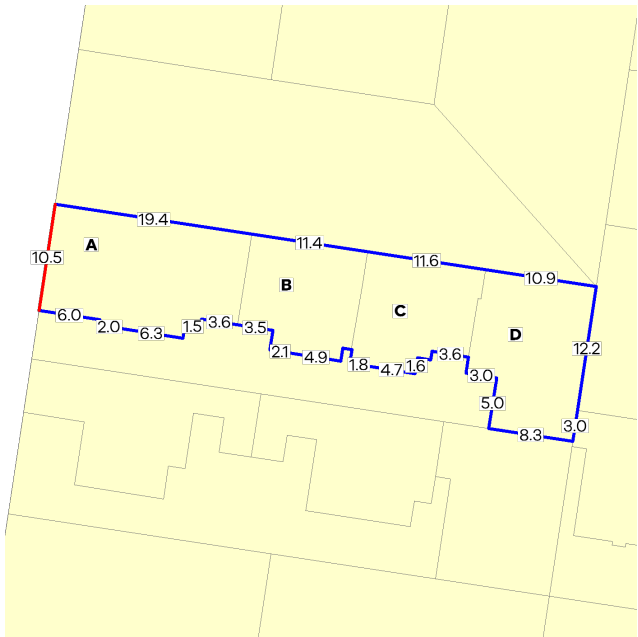
Directory Reference: **Melway 90 A6**

www.greaterdandenong.com

Note: There are 4 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

12 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 PS648632	1\PS648632
B	Lot 2 PS648632	2\PS648632
C	Lot 3 PS648632	3\PS648632
D	Lot 4 PS648632	4\PS648632

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

PROPERTY REPORT

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 11 August 2025 10:09 AM

PROPERTY DETAILS

Address: **4/13 BELFORT STREET DANDENONG 3175**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **GREATER DANDENONG**

www.greaterdandenong.com

Council Property Number: **463675**

Planning Scheme: **Greater Dandenong**

[Planning Scheme - Greater Dandenong](#)

Directory Reference: **Melway 90 A6**

This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**

Aboriginal Corporation

Fire Authority: **Fire Rescue Victoria & Country**

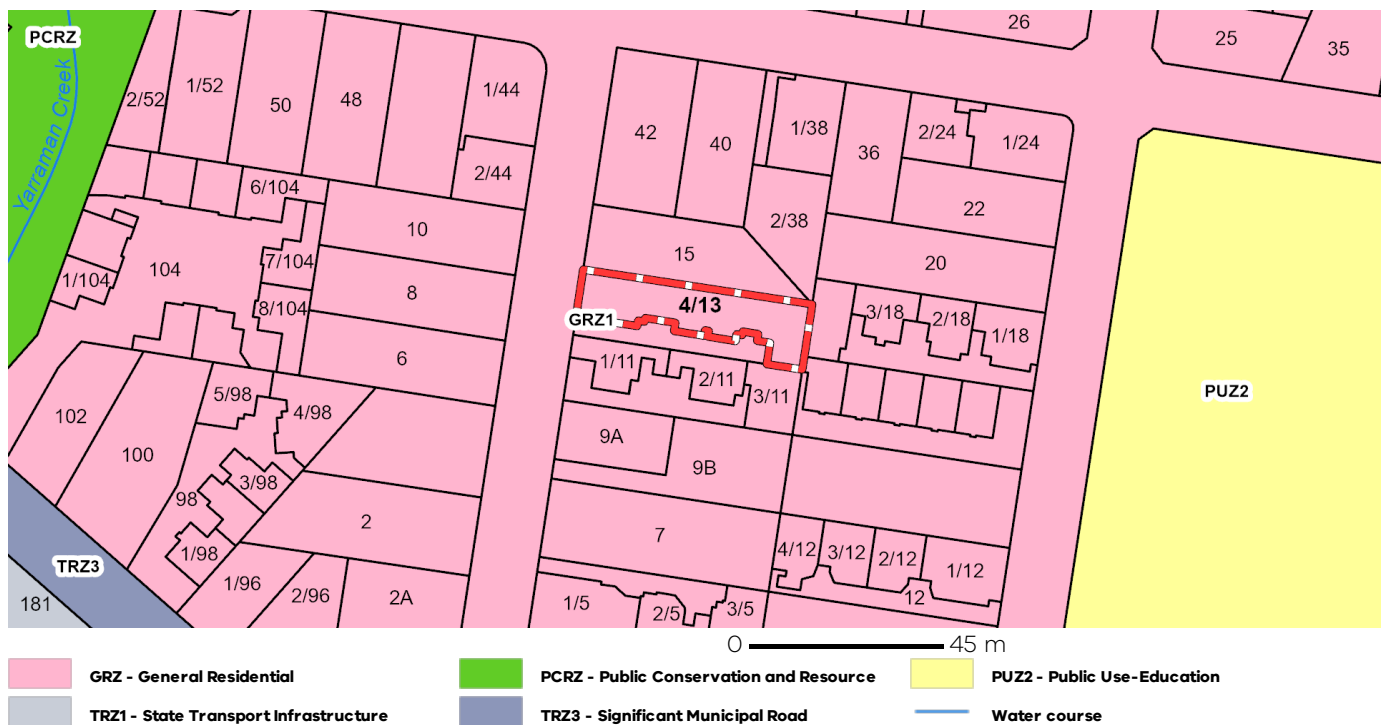
Fire Authority

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 4/13 BELFORT STREET DANDENONG 3175

Page 1 of 5

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/gavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 8 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)