

Top Strata Residential Insurance

Product Disclosure Statement

WE COVER DETAILS



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Introduction

Welcome to GIO Top Strata Residential Insurance

Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your Top Strata Residential insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, please keep this PDS with your certificate of insurance in a safe place.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us on 13 10 10. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a Supplementary PDS (SPDS) or replacement PDS.

Cooling off period

After you take out this insurance or renew your policy for another period of insurance, you have **21** days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can cancel your insurance within **21** days from the day cover began or was renewed. We will then refund in full any money you have paid.

Who is this product designed for?

This insurance product is designed to provide residential strata and unit title property insurance cover, with additional features and benefits.

Your full and correct disclosure of facts

You must comply with the duty of disclosure (see meaning on page 44) when you apply for this insurance. We will ask you for information about your building, your common contents and you, which is used by us to consider your insurance application and calculate your premium. You must answer our questions honestly and tell us anything you or a reasonable person in the circumstances would include in their answer. Your answers apply to you and anyone else to be covered by the policy.

More than one named insured

If there is more than one named insured on your certificate of insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all those named as insured on your certificate of insurance.

About your sum insured

What is a sum insured?

The sum insured is the most you can claim for any one incident. The amount is shown on the certificate of insurance or in this PDS. The sum insured includes GST and any adjustment you are entitled to under additional feature 11 (automatic adjustments to the sum insured) on page 20.

Make sure your sum insured is adequate

Underinsurance can expose you to serious financial loss if a claim occurs. Make sure your building and common contents are insured for their full new for old replacement value and it is your responsibility for deciding the amount of your sum insured.

Review your sum insured regularly

To ensure your sum insured is adequate, it is important to review it regularly and ask us to change the sum insured when required.

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

If you over-insure

We will not pay more than it costs us to rebuild, repair or replace.

We will not refund any premium overpaid for over-insuring so it's a good idea to constantly review your sums insured.

Goods and Services Tax (GST)

Sums insured, limits and the most we pay stated in this PDS and on your certificate of insurance include GST.

About your premium

The premium is the amount you pay us for this insurance. You also pay stamp duty, GST, any government charges and fire services levy that applies.

In addition to your sum insured, we use many factors about you and your building and your common contents to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

More details

For further details on how we work out your premium, please refer to our Premiums, Excesses & Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request, at no charge, if you contact us on 13 10 10.

Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your certificate of insurance. You must pay the premium by the due date to be covered by this policy.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the premium and other charges in full, we may reduce the period of insurance so it is in line with the amount you paid.

You can pay your premium in one annual payment or by monthly instalments.

Paying premiums annually

If you do not pay your premium by the due date, we will give you a written notice of policy cancellation where we are required at law to do so.

If you pay your premium late, we may reject your payment and your policy will cease from the due date. If we accept your late payment, we might re-commence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

Paying premiums monthly

If you pay your premium by monthly instalments and your payment is overdue we can:

- refuse to pay a claim if payment is 14 days (or more) late and
- cancel your policy without notifying you if payment is 1 month (or more) late.

If you pay by the month we charge a fee of **\$3.50** each month as part of your premium and this is included in your monthly payment.

More details

For further details about the pay by the month fee we charge, please refer to our Premiums, Excesses & Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request, at no charge, if you contact us on 13 10 10.

About your cover

Types of cover

You can insure your building under your policy. You can also add cover for common contents and the options to your policy. You must insure your building under this policy before you can insure common contents or choose any of the options.

You decide on the covers and how much insurance you need. If we agree to insure you and you pay us a premium, the cover you have chosen will be shown on your certificate of insurance.

Building cover

When we insure your building, we will cover it for accidental loss or damage or theft, in the period of insurance if the loss, damage or theft is not excluded by any part of your policy.

Common contents cover

When you add common contents to your building policy, we will cover common contents for accidental loss or damage or theft, in the period of insurance if the loss, damage or theft is not excluded by any part of your policy.

About your cover (continued)

What we cover as your building

Your building means the strata, group, body corporate or community titled residential building or buildings at the insured address.

Your building includes:

- outbuildings and structural improvements and these fixtures if they are yours
- fixed external awnings and blinds
- elevators, escalators, travelators and incliners
- fixed fire prevention and security equipment (eg. fire hoses, fire extinguishers, security cameras)
- ducted airconditioning
- alarms and intercoms
- service pipes and cables
- swimming pools and spas in a permanent site and their accessories
- fixed barbecues, fixed clothes lines, fixed aerials, fixed satellite dishes and fixed masts
- garden borders, driveways, paths and paving
- walls, fences and gates
- tennis courts
- boat jetties, boat pontoons and marinas
- electrical and gas appliances only if these appliances are permanently connected or plumbed to the electricity or gas supply
- dishwashers you own that are housed in a purpose-built cupboard or bench
- these wall or floor coverings (except when they are inside a unit and the strata laws in your state or territory say they are not part of your building for body corporate insurance purposes):
 - paint, tiles, wallpaper and permanent wall, floor and ceiling coverings
 - fixed floor coverings including lino, whether glued down or not
 - timber floor coverings that were fitted when the building was originally built, whether secured to the floor or not.

What we do not cover as your building

Building does not include:

- › fixtures that can be removed by the lessee or tenant at the end of a tenancy without causing damage to the unit
- › mobile or fixed air conditioning units servicing a particular unit
- › a new building being built
- › carpets (fixed or unfixed) or floor rugs in units
- › inflatable or above-ground swimming pools or portable spas, on a temporary site or their accessories
- › any of your common contents
- › paint, wallpaper and temporary wall, floor and ceiling coverings inside any unit, if the strata laws applicable in your state or territory say that they are not part of your building for body corporate insurance purposes.

Any part of your building used or occupied:

- › as a hotel or motel
- › as a boarding house or guest house
- › for any business activity unless we agreed to this business activity or this business activity is only:
 - › the residential tenancy of your building
 - › using no more than **1 unit** in your building as an administration office.

What we cover as your common contents

Your common contents means your unfixured property and carpets at the insured address that are contained within the common areas of the strata, group, body corporate or community titled residential building or buildings.

Common contents include:

- › temporary wall, floor and ceiling coverings
- › internal window coverings
- › portable domestic appliances (eg clothes dryer)
- › tools and cleaning equipment
- › gardening equipment (including ride-on mowers)
- › office equipment, electronic equipment and telephones you use in your administration office, examples include:
 - › computers, including laptops, electronic diaries, palm or pocket PCs, printers and scanners (but not software, games or stored media information)
 - › filing cabinets
 - › fax machines and photocopiers
 - › phones
 - › chairs, tables, desks and other office furniture
 - › office stationery.

What we do not cover as your common contents

Common contents does not include:

- cash, credit cards, debit cards, smart cards, phone cards and any document able to be cashed or banked
- jewellery, gold or silver items, or items plated with silver or gold
- any fixture or item owned by a unit owner or tenant which they would remove if they sold or vacated their unit
- any item covered as your building
- pets, domestic animals and livestock
- stock in trade
- unfixed building materials and uninstalled fixtures
- floating floors fitted by the unit owner
- carpets or other contents owned by a tenant or unit owner
- these vehicles or craft or any of their accessories or spare parts:
 - motor vehicles or trailers, motorcycles, mini-motorcycles, motorised scooters or motorised bicycles
 - caravans, mobile homes or any of their contents
 - watercraft or their outboard motors or aircraft
 - tractors, back hoes, bob-cats, earth dozers or front-end loaders or their accessories or spare parts.

Limits on building and common contents cover

The most we will pay for any one insured incident is the sum insured shown on your certificate of insurance. However, limits apply for certain incidents and covers as set out in the table below. You cannot increase these limits.

Limits apply to	Limit for any one insured incident
Flash flood	Up to 50% of your building sum insured (for building claims) and up to 50% of your common contents sum insured (for common contents claims).
Additional features or optional covers	Up to the limit shown for that additional feature or optional cover.
Your unfixed building materials and uninstalled fittings under your building cover	Up to \$500 in total.
All other insured incidents and other parts of your building or common contents	Up to the sum insured for your building (for building claims) and common contents (for common contents claims) shown on the certificate of insurance.

Additional features

When you insure your building and common contents under this policy and we accept a claim under your policy for an incident that happens in the period of insurance, you may be entitled to these additional features, if the incident that causes a claim happens in the period of insurance and is not excluded by any other part of this policy.

1. Emergency repairs

We cover	The cost of you having to do emergency repairs to your building and common contents if an insured incident causes loss or damage. The most we will pay for emergency repairs is \$1,000 .
We do not cover	<ul style="list-style-type: none">› repairs you did not have to do› unreasonably excessive repair costs if you had a cheaper alternative to choose from at the time. We will only pay the amount you should have spent.

2. Exploration costs to find leaks from pipes and water containers

We cover	<p>The reasonable cost of searching for the unknown source of leaks in pipes and water containers but only if the leaking liquid is causing permanent damage to your building or common contents.</p> <p>Repairs to the leaking pipes and water containers</p> <p>We will also pay up to \$500 in any one period of insurance to repair or replace leaking pipes and water containers.</p> <p>Matching new materials to undamaged areas</p> <p>When repairing damage from leaks, we will:</p> <ul style="list-style-type: none">› repair damage caused by the leaking liquid› repair damage caused by our exploratory work. <p>If necessary, we will pay up to \$750 to replace undamaged tiles or other wall or floor materials in the same room, hallway or passageway where the damage occurred, so they match or complement new materials used for repairs.</p>
We do not cover	<ul style="list-style-type: none">› fixing or finding leaks that have not caused permanent damage to your building or common contents› searching for leaks in shower bases, walls or floors or fixing them so they do not leak unless the damage is caused by<ul style="list-style-type: none">› liquid leaking from pipes in shower walls or from water containers› fixing broken, worn or aged tiles or grouting in walls in showers, bathrooms, kitchens or laundries unless the damage is caused by<ul style="list-style-type: none">› liquid leaking from pipes in walls, floors or from water containers.

3. Motor burnout

We cover	<p>The burning out or fusing of an electric motor up to 4kw or 5.36HP, which is part of your building or common contents when they are insured under your policy (eg. insinkerator, swimming pool motors in common areas).</p> <p>Cover includes repairing or replacing:</p> <ul style="list-style-type: none">› switches, capacitors, condensers, bearings and seals if they are fixed to the electric motor› an entire sealed unit and re-gassing, if the electric motor is inside a sealed air conditioning or refrigeration unit› a swimming pool water pump and its electric motor, if the replacement pump motor cannot be bought on its own. <p>We will deduct from the amount we pay any amount you are entitled to claim under any warranty or guarantee.</p>
We do not cover	<ul style="list-style-type: none">› any motor or sealed unit aged 11 years or more› the cost of extracting or reinstalling a submersible pump› motors with more than 4kw (5.36HP) power› any motor or unit that is used for a business activity.

4. Embezzlement of funds

We cover	<p>You for fraudulent embezzlement or theft of your funds by office bearers or your employees.</p> <p>The most we will pay under this additional feature for all claims made in the period of insurance is \$50,000.</p>
We do not cover	<p>Embezzlement or theft:</p> <ul style="list-style-type: none">› which happens after you discover how this happened or identify the person responsible› of funds held by managing agents of your building› not reported to us within 6 months of you discovering it› when your accounting records cannot prove how much you have lost.

More details

For further details about how we pay claims under additional feature 2 Exploration costs to find leaks from pipes and water containers, please refer to the Premiums, Excesses and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

5. Removal of debris and extra rebuilding costs

We cover	<p>Building</p> <p>When your building is damaged by an insured incident, we will pay the reasonable and necessary costs to:</p> <ul style="list-style-type: none">› remove building debris caused by the incident› demolish the damaged parts of your building and› secure your building <p>and</p> <p>if your building is to be repaired or rebuilt, we will also pay the reasonable and necessary cost of:</p> <ul style="list-style-type: none">› architect's, engineer's and surveyor's fees› building application fees and legal fees for drawing up the building contract. <p>The most you can claim for this additional feature is your building sum insured</p> <p>less</p> <p>any amount we agree to pay for accidental loss or damage under any other part of this policy.</p> <p>Common contents</p> <p>We will pay the reasonable and necessary costs to:</p> <ul style="list-style-type: none">› store common contents during the reasonable time it should take to repair your building or› dispose of damaged common contents. <p>The most you can claim for this additional feature is your common contents sum insured</p> <p>less</p> <p>any amount we agree to pay for accidental loss or damage under any other part of this policy.</p>
We do not cover	if your sum insured has been used up by any other part of this policy.

6a. Temporary accommodation

<p>We cover</p>	<p>If a unit in your building becomes unfit for the unit owner to live in because of loss or damage to your building by an insured incident, then we will pay the unit owner:</p> <ul style="list-style-type: none">› for the cost of temporary accommodation in a unit of a similar standard for the lesser of:<ul style="list-style-type: none">› the time the unit remains unfit to live in <p>OR</p> <ul style="list-style-type: none">› 12 months. <p>The amount we pay will be based on the weekly market rent value of the unit at the time of the loss or damage.</p> <p>Any savings in the unit owner’s usual accommodation costs during the repair period will be deducted from the amount we pay. (For example, if the unit owner is a tenant, we will deduct the amount of any rent that does not have to be paid).</p> <p>The most that can be claimed for this additional feature is your building sum insured</p> <p>less</p> <p>any amount we agree to pay for accidental loss or damage under any other part of this policy.</p>
<p>We do not cover</p>	<p>Temporary accommodation costs:</p> <ul style="list-style-type: none">› beyond the period it should reasonably take to replace or repair your building so the unit can be lived in again or 12 months (whichever period is shorter)› if no one is living in the unit at the time of the loss or damage› if the unit owner’s temporary accommodation costs are free of charge.

6b. Loss of unit owner's rent

We cover	<p>If a tenanted unit in your building cannot be lived in because of loss or damage by an insured incident, then we will pay the unit owner:</p> <ul style="list-style-type: none">› the amount of net rent lost¹ for the reasonable time it should take to repair or replace your building so it can be lived in again. <p>The most that can be claimed for this additional feature is your building sum insured</p> <p>less</p> <p>any amount we agree to pay for accidental loss or damage under any other part of this policy.</p> <p>¹ The amount the unit owner receives after deducting any savings in expenses, such as not having to pay managing agent's commission.</p>
We do not cover	<p>if your building sum insured has been used up by any other part of this policy.</p> <p>Loss of rent:</p> <ul style="list-style-type: none">› beyond the period it should reasonably take to replace or repair your building so it can be lived in again or 12 months (whichever is shorter)› if the damaged part of your building was not rented at the time of the loss or damage› if you do not intend to repair or rebuild your building› if tenants have not paid rent or have vacated premises with rent owing. <p>The claim will be reduced by any amount a unit owner recovers under another insurance policy.</p>

7. Lawns, garden areas, trees, shrubs and plants

We cover	<p>Lawns, garden areas, trees, shrubs and plants located on common areas for theft, accidental loss or damage.</p> <p>The most we will pay for all claims made under this additional feature to cover restoration and replacement is \$500 in any one period of insurance.</p>
We do not cover	<p>The cost to remove the damaged lawns, garden areas, trees, shrubs and plants.</p>

8. Replacement of locks

We cover	<p>The necessary cost of replacing your building's locks or changing the key codes if:</p> <ul style="list-style-type: none">➤ keys or key codes to the common areas of your building are stolen at the insured address and➤ the keys or key codes have the address of your building on them and➤ the theft is reported to the police. <p>The most we will pay is \$1,000 for any incident resulting in a claim in any one period of insurance.</p>
We do not cover	<ul style="list-style-type: none">➤ replacement of locks or key codes if you do not report the theft to the police➤ replacement of motor vehicle or motorcycle keys or their locks➤ replacement of keys or key codes to units➤ replacement of keys or key codes that were in the possession of a tenant in a unit.

9. Voluntary workers cover

We cover	<p>If a voluntary worker is injured or dies in an accident we will pay the voluntary worker benefits shown in the table on page 17 to 18 if the accident happens:</p> <ul style="list-style-type: none"> › at the insured address and › while the voluntary worker is doing work you agreed to.
We do not cover	<ul style="list-style-type: none"> › the weekly benefit for voluntary workers shown on the next page, if the voluntary worker's average weekly income is not reduced or lost because of the disability › injury to any employee or contractor of yours › worsening of any injury because the voluntary worker did not seek medical treatment as soon as possible after the accident › death of a voluntary worker if death occurs more than 12 months after the accident that caused it › treatment for any condition or injury that existed before you insured your building under this policy (a pre-existing condition) › intentional self-injury or suicide › mental illness › hernia › illness › coronary failure or coronary thrombosis (eg. a heart attack) › stroke or cerebral haemorrhage. <p>Injury, death or disability caused by:</p> <ul style="list-style-type: none"> › use of alcohol or illegal drugs › childbirth or pregnancy › something eaten or any other digestive ailment.

The Benefits for Voluntary Workers Additional feature 9

Injury or Death	The Benefits
› Death	\$40,000
Total or permanent loss of sight in:	
› both eyes	\$40,000
› one eye	\$20,000
Total loss or complete inability to use:	
› both hands or both feet	\$40,000
› one hand and one foot	\$40,000
› one hand or one foot	\$20,000

The Benefits for Voluntary Workers Additional feature 9 (continued)

Injury or Death	The Benefits
<p>Total and permanent loss of sight in one eye and total loss of effective use of one hand or one foot</p>	<p>\$40,000</p>
<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:</p> <ul style="list-style-type: none"> ➤ medical evidence confirming disablement and ➤ evidence that weekly earnings have reduced eg. certificate from an employer or accountant. <p>We might also require:</p> <ul style="list-style-type: none"> ➤ written authority from the injured person to get their medical or other records ➤ an examination of the person by a doctor we choose to give us a report. 	<p>Total disability - we pay the smallest of:</p> <ul style="list-style-type: none"> ➤ 100% of average weekly earnings¹ or ➤ \$400 a week. <p>Partial disability - we pay the smallest of:</p> <ul style="list-style-type: none"> ➤ 25% of average weekly earnings¹ or ➤ \$100 a week or ➤ the amount of earnings lost. <p>We will only pay weekly benefits for up to a total of 104 weeks for all disability caused by each accident.</p> <p>¹ Average weekly earnings is the voluntary worker's gross weekly wage or salary for the 13 weeks before the accident, divided by 13.</p>
<p>The most we pay for all payments made under this additional feature is:</p> <ul style="list-style-type: none"> ➤ for each incident causing a claim ➤ all incidents causing a claim in any one period of insurance. 	<p>\$40,000 \$250,000</p>

More details

For further details about how we pay claims under additional feature 9 Voluntary workers cover, please refer to the Premiums, Excesses and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

10. Legal liability cover when you insure your building under your policy

The most we will pay for all claims from any one incident under legal liability cover is:

- **\$10 million** and this will be shown as the sum insured for legal liability on your certificate of insurance or
- an increased amount, which is shown on your certificate of insurance as the sum insured for legal liability.

In addition to the sum insured, we will also pay associated legal costs we have agreed to pay.

We cover	When you insure your building, we cover your legal liability to pay compensation for death, illness or bodily injury to other people or loss or damage to their property resulting from an incident which happens: <ul style="list-style-type: none">➤ at the insured address➤ in the period of insurance and➤ in connection with your building, common contents, common areas or the scheme land or your land at the insured address.
We do not cover	see “We do not cover legal liability caused by or resulting from” on pages 31 to 33.

More details

For further details about how we pay claims under additional feature 10 Legal liability cover, please refer to the Premiums, Excesses and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

11. Automatic adjustments to the sum insured

We cover

When you insure your building or common contents under this policy, we will also provide this additional feature.

Automatic adjustment on renewal

When your policy is due for renewal, we will adjust your sum insured to allow for:

- increases in building costs (we will use building industry cost guides as a reference) and
- increases in replacement costs for your common contents.

This percentage adjustment is called the automatic adjustment. Your premium notice at renewal will show the new sum insured and how much you pay.

Note: You do not have to accept the revised sums insured and can ask us to change them at any time. You are responsible for calculating the correct new for old sum insured. If in doubt, ask for advice from a professional valuer or builder. We will not decrease your sum insured without your instructions.

Claims exceeding the sum insured

If the sum insured does not fully cover your building or common contents at the time of any claim, we will:

- + add to the sum insured the automatic adjustment that applied at the time of the loss or damage and
- subtract from this the amount for any unused period of insurance.

Example

Your building sum insured does not cover the replacement value of your burnt-out building after 9 months of cover.

- Automatic adjustment for a full year **4%**
- Period of insurance used up is 9 months (or 3/4 of the year)
- The automatic adjustment for the unused period of insurance (3 months or 1/4 of the year) **1%**
- We increase your sum insured at the time of the claim by **3%**.

More details

For further details about how we increase your sum insured by the automatic adjustment at the time of the claim, please refer to the Premiums, Excesses and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

Optional covers

You can ask us to add one or more of the following optional covers to your policy for an extra premium. Sometimes an option might not be available and we will tell you if this is the case.

If you choose and pay for an option:

- that option will be shown as covered on your certificate of insurance and
- you will be covered for loss, damage or injury under that option.

1. Flood damage

We cover	Damage to your building and common contents caused by flood happening in the period of insurance.
We do not cover	Loss or damage to: <ul style="list-style-type: none">➤ a boat pontoon, jetty or marina➤ freestanding walls or retaining walls. Loss or damage caused by: <ul style="list-style-type: none">➤ deliberate or malicious damage to, or destruction of, a reservoir or dam➤ water from the sea but we will cover: <ul style="list-style-type: none">➤ damage caused by a storm surge if it occurs while your building or common contents are also being damaged by flood.

2. Office bearer's liability

<p>We cover</p>	<p>We will cover office bearers for claims:</p> <ul style="list-style-type: none">➤ first made against any office bearer in the period of insurance and➤ notified to us in the period of insurance <p>for any office bearer's legal liability to compensate other unit owners for a wrongful act committed by the office bearer in their role as an office bearer.</p> <p>The most we will pay under this option for all claims made (including legal expenses) in the period of insurance is:</p> <ul style="list-style-type: none">➤ \$1,000,000 or➤ an increased amount, which is shown on your certificate of insurance, as the sum insured.
<p>We do not cover</p>	<ul style="list-style-type: none">➤ injury, sickness or death of anyone➤ circumstances covered under any other part of your policy➤ an office bearer claiming compensation from another office bearer➤ you claiming compensation from another office bearer➤ defamation if you or your office bearers knew the defamatory information was false when it was communicated➤ deliberate, reckless or malicious wrongful acts or omissions➤ any wrongful act you or your office bearers were aware of and did not disclose to us when applying for this policy with this option➤ fines or awards for aggravated, exemplary or punitive damages➤ claims received by any office bearer which were not notified to us during the period of insurance➤ receipt of an illegal benefit by an office bearer➤ any financial guarantee or warranty➤ any claim made against an office bearer relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes and negotiable instruments➤ wrongful acts or omissions by an office bearer when not performing in their role as your office bearer➤ legal action or legal claims brought against you or your office bearers outside Australia.

What is not covered under any part of your policy

We do not cover the cost of replacing or repairing:

Defects or leaks in shower bases, walls or floors

leaks in shower bases or shower walls or floors or loss or damage resulting from this **unless this damage is caused by:**

- › liquid leaking from pipes within shower walls (not shower floors) or from water containers (additional feature 2).

Other building defects

building defects or faults or fixing building design problems.

Mould, rising damp, rust, corrosion or rot

mould, rising damp, rust, corrosion or rot

unless this damage is caused by:

- › liquid leaking from a pipe or water container and you were not aware of the leak and it is reasonable that you were not aware of it (additional feature 2).

Wear, tear, rust

wear, tear, rust, fading, gradual deterioration such as (but not limited to):

- › tile grouting breaking down
- › weathering of roof tiles or roof ridge capping or
- › gradual weathering and breakdown of bricks, mortar or concrete.

Leaking pipes not causing permanent damage

pipes and water containers that have leaked, or are still leaking but have not caused permanent damage to your building or common contents.

Pipes blocked by trees and plants

pipes damaged or blocked by trees, plants or their roots, or plumbing costs to unblock them

unless:

- › it is covered under additional feature 2.

Damage by roots of trees and plants

damage caused by the roots of trees, plants or shrubs whether in the ground or not

but we will cover damage caused by:

- › liquid leaking or overflowing from blocked pipes or drains.

We do not cover the cost of replacing or repairing:

Damage by tenants

damage caused by tenants, people who live with tenants, or people that tenants invite into their units

but we will cover damage such people caused accidentally if it is:

- › fire damage
- › explosion
- › impact by a vehicle
- › breakage of fixed glass and water containers
- › water leaking or overflowing from pipes or water containers but not if damage is caused by people splashing water from baths, basins and sinks when in use (additional feature 2).

Anything you don't own

any part of the building or common contents that you do not own

but we will cover:

- › your legal liability for loss or damage to the property of others under additional feature 10 legal liability cover when you insure your building under your policy.

Business activity

any part of your building used for any business activity

but we will cover that part of your building if the business activity is:

- › the residential tenancy of a unit which is part of your building
- › using no more than **1 unit** in your building as an administration office or
- › one you told us about and we agreed to continue cover and this is noted on your certificate of insurance.

Storm and flood damage to walls or boat pontoons

freestanding walls, retaining walls, boat pontoons, boat jetties or marinas damaged by:

- › storm
- › flash flood
- › rainwater run-off or
- › flood.

Photographs, electronic data and images

- › electronic data or files that are corrupted, damaged or lost
- › computer photographs or films or other visual images stored electronically or on any other medium, including hard copies that are corrupted, damaged or lost

but we will pay for:

- › framed photographs purchased as art from a retailer.

We do not cover the cost of replacing or repairing:

Broken tiles around pools and spas

chipped, broken or lifted tiles or surrounds of swimming pools and spas.

Hand held glass or scratches in glass

- › glass items designed to be held in the hand (eg. drinking glasses)
 - › damage that does not go right through the glass (eg. scratches).
-

Mechanical or electrical breakdown

- › mechanical or electrical breakdown or equipment which fails to operate properly
unless:
 - › it is covered by motor burnout (additional feature 3)
 - › power surge damage
unless it is caused by lightning and you can give us:
 - › meteorological evidence that lightning struck in your local area at the time and
 - › evidence from a qualified repairer that lightning was the cause.
-

Scorching with hot objects

damage caused by scorching with hot objects when there has been no flame (eg. placing a hot saucepan on a kitchen bench)

but we will pay for:

- › fire damage which spreads from this.
-

Cleaning agents

damage caused by the use or application of chemical cleaning agents or abrasive materials.

Smoke, ash or soot damage

- › damage caused by smoke, ash or soot
 - › when your building or common contents have not caught fire or
 - › from an incinerator, heater or food cooking process

but we will pay for:

- › fire and smoke damage caused when a fire spreads from a heater or cooking appliance
- › damage caused by cigarette or cigar marks or burns

but we will pay for:

- › fire which spreads from these marks or burns to other parts of your building or common contents.
-

We do not cover loss or damage to your building or common contents caused by:

Flood

flood

but we will cover:

- flash flood
 - rainwater run-off
 - flood (if you have chosen and are covered by optional cover 1 and this optional cover is shown on your certificate of insurance)
 - damage caused by a burst water main or fire hydrant at or near the insured address.
-

High tide, tidal wave, actions of the sea

- high tide, tidal wave, storm surge or any other sea action

but we will cover damage caused by:

- the storm surge if this damage occurs at the same time that flash flood and rainwater run-off also caused damage to your building or common contents
 - tsunami (see meaning on page 47)
-

Water seeping into sides of pools

rainwater or flash flood penetrating or seeping into the sides of or underneath a swimming pool or spa, causing it to move or change shape.

Seepage or underground water

caused by seepage of water through the earth or underground (hydrostatic) water, such as water pressure causing a swimming pool to pop up or a retaining wall to move or crack

but we will cover damage caused by:

- liquid bursting or leaking from a pipe or water container (additional feature 2).
-

Erosion, subsidence

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement

but we will cover loss or damage caused by:

- explosion (except from any nuclear or radioactive cause)
 - earthquake
 - bursting, leaking, discharging or overflowing of pipes or water containers (additional feature 2)
 - flash flood
 - rainwater run-off
 - flood (if you have chosen and are covered by optional cover 1 and this optional cover is shown on your certificate of insurance).
-

We do not cover loss or damage to your building or common contents caused by:

Failing to take reasonable care

caused by, or as a result of, your failure to take reasonable care of your building or common contents.

Defect, structural fault, faulty design

- › caused by a defect (eg. defective materials or workmanship), structural fault or design fault that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred.

This means that if there are signs that a defect was previously the cause of loss or damage (eg. rain previously leaked into your building due to a defect and you did not fix it) then we will not pay a later claim for further damage from this defect.

You lopping trees

lopping or felling of trees by you or any other person with your consent.

Aircraft shock waves

shock waves caused by aircraft travelling at high speeds (eg. sonic boom).

Damage by insects, birds, vermin and animals

- › insects and vermin (such as termites, rats, rabbits and mice)
- › birds pecking, biting, scratching, clawing or chewing
- › animals

but we will cover:

- › fire damage they cause
- › accidental breakage of fixed glass in windows, doors or other parts of your building caused by animals or birds.

The first 48 hours of cover for bushfires, storms or floods

- › a bushfire, storm, flash flood, rainwater run-off or flood occurring within the first **48 hours** from the start of this insurance cover

unless this policy began on the same day:

- › you registered as the body corporate or owner's corporation of your building or
- › another damage policy covering your building or common contents expired. If this is the case, we pay up to the sums insured covered under the expired policy. (Any increase in sums insured will not be covered for these incidents in the first **48 hours** of cover).
- › you have transferred your cover from another insurer and can prove this. If this is the case, we will pay up to the sums insured covered under the transferred policy. (Any increase in sums insured will not be covered for these incidents in the first **48 hours** of cover).

Other circumstances when loss or damage is not covered:

Building extensions, alterations or renovations

When your building's exterior walls or roof are opened up or removed (even if temporarily covered) during building, alterations or renovations, we do not cover:

- cracking, collapse, subsidence or damage to your building or common contents, fully or partly, because of the building work
- damage caused by water entering your building through openings in the walls or roof or other unfinished parts of your building
- storm or flash flood damage, malicious damage or vandalism to unfinished parts of the existing building or new work
- theft by someone who enters or leaves through an open or unfinished wall, roof, door or window (even if they were temporarily secured or covered)
- theft of building materials or fixtures before they are installed or fixed in place, where the cost of replacement exceeds **\$500** in total. (See page 10 "Limits on building and common contents cover")
- legal liability for incidents under additional feature 10 as a result of building, altering or renovating your building

unless:

- your building is insured by your policy and the total costs of building, altering or renovating it are no more than **\$50,000**.

Building is unoccupied for longer than 60 days

We do not pay for loss or damage caused after your entire building has been unoccupied for longer than **60 consecutive days**

unless:

- you have told us about this and we have agreed to provide cover. (See meaning on page 47)

Not complying with building laws

- If your building does not comply with building laws or regulations which applied at the time your building was built or altered, we do not cover loss or damage to your building or common contents

unless:

- the failure to comply with the building laws and regulations did not cause or contribute to the loss or damage
 - we do not pay for costs of complying with building regulations except when we are paying a building claim. (See page 38)
-

Other circumstances when loss or damage is not covered:

Consequential losses or costs

We do not pay for losses or costs which result from an insured loss or damage but which are not physical loss or damage to your building or common contents

but we will cover additional features:

- removal of debris and other costs (additional feature 5)
- loss of rent (additional feature 6b).

An example of a loss not covered would be having to pay for alternative parking because your building's car park was damaged by an insured incident.

We do not cover loss or damage or liability:

Breaking the law

when you or someone with your knowledge or permission uses any part of your building for criminal or unlawful purposes.

Confiscation or damage by a legal authority

caused by confiscation, nationalisation, requisition or damage caused by the police, a government authority or someone with the legal authority to do this.

Deliberate actions by you

when you, or anyone acting with your given or implied consent, deliberately causes or deliberately contributes to loss, damage or legal liability.

Revolution or war

caused by revolution, war (whether war is declared or not) or other acts of foreign enemy or military coup, or looting or rioting following these incidents.

Biological, chemical, other pollutant or contaminant

caused by any biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant or any looting or rioting following these incidents

but we will cover:

- damage caused by smoke damage when we have paid a claim for fire damage to your building or common contents
 - your legal liability under additional feature 10 legal liability caused by your use of pesticides or herbicides at the insured address.
-

Radioactivity

caused by radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste, or action of nuclear fission including detonation of any nuclear device or nuclear weapon or any looting or rioting following these incidents.

Flood caused by deliberate damage to a reservoir or dam

flood damage caused by deliberate or malicious damage to, or destruction of, a reservoir or dam.

We do not cover legal liability caused by or resulting from:

Agreements you entered into

any agreement or contract you enter into

but we will cover your legal liability:

- › if it would have existed with or without any agreement or contract.

Aircraft

using or owning any aircraft.

Building, altering or renovating

building, altering or renovating your building

unless:

- › total costs for this are no more than **\$50,000**.

Buildings, property or land not at the insured address

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

Business activity

any business activity

unless the income earned from this business activity is from:

- › the residential tenancy of a unit which is part of your building or
- › collection of fees from unit owners.

Wrongful acts or omissions of your office bearers

wrongful acts or omissions by any of your office bearers

but we will cover:

- › legal liability for death or bodily injury to other people or loss or damage to their property resulting from an incident in connection with your building, common contents, common areas or the scheme land at the insured address.

Committing an offence or breaking the law

- › you committing or trying to commit an unlawful or criminal offence, such as supplying illegal substances or drugs, assault or malicious damage
- › you not obeying any Commonwealth, state, territory or local government law, including (but not restricted to) laws relating to:
 - › swimming pool fencing and gates
 - › smoke detectors
 - › fire-resisting doors.

Deliberate act or lack of action by you

any deliberate act or deliberate lack of action by you, or by someone acting with your given or implied consent.

We do not cover legal liability caused by or resulting from:

Disease or illness

- › disease caused by asbestos in any form
- › a disease, illness or sickness, you knowingly spread or failed to take due care to prevent spreading, after you knew about it.

Legal action outside Australia

legal action or legal claims brought against you, decided or heard in countries outside Australia.

Libel or slander

libel or slander.

Caravans and trailers

using or owning a caravan, mobile home or trailer.

Motor vehicles

using or owning a motorised vehicle which includes any motor vehicle, motorcycle (including a trail motor bike and mini motor bike), motorised go-cart, motorised scooter, motorised bicycle

but we will still cover legal liability as a result of using:

- › domestic gardening equipment (eg. a ride-on mower) which did not have to be insured under any compulsory third party insurance laws and was being used legally at the time of any incident.

Fines, punitive damages

fines or awards by courts for aggravated, exemplary or punitive damages.

Property you own or property in your legal custody

damage to property which:

- › you own or
- › belongs to someone else and is in your physical and legal custody or control.

Swimming pools or spa baths

the use of a swimming pool or spa baths

but we will still cover your legal liability for these if:

- › you have told us about them and 'including pools and spas cover' is noted on your certificate of insurance or
- › they are owned by a unit owner (not you) and are not in common areas.

Tree lopping or felling by you

tree lopping or felling by you, or with your consent, at the insured address.

We do not cover legal liability caused by or resulting from:

Watercraft

using or owning any watercraft.

Your employees

death or injury of your employees or damage to their property while they are working for you.

Claims

Making a claim

When to make a claim

Contact us as soon as possible if you suffer loss or damage, or there is an incident that could result in a claim.

How to make a claim

Step 1	Make sure everyone is safe For emergencies please call 000 .
Step 2	Immediately report any theft and malicious damage to the police 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 3	Try to prevent further loss, damage or injury You must do everything you reasonably can to prevent further loss, damage or liability (eg. if there is a hole in the roof, arrange for it to be covered to prevent further water damage from rain).
Step 4	Contact us without further delay on 13 14 46 We're available 24 hours a day. If you delay reporting your claim, we will not pay for any additional loss or damage caused by your delay. Describe details of what has been affected by the accidental loss or damage or theft (eg. a broken window, storm damage or a list of stolen items).

For customers who are registered for GST

If we ask you for this, you must tell us about any Input Tax Credits (ITC) you are entitled to for your premium and claim. If you don't, we will not pay any resulting fines, penalties or tax charges incurred by you. When we calculate a payment to you for your claim, we can reduce it by any input tax credits you are, or would be, entitled to receive.

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.

Tell us about any incident that has caused an injury to others or damage to other people's property.

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

If you make a legal liability claim that is covered under this 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 must give us all the help we need, including help after your claim has been settled.

If we have legal advice that the sum insured will not be enough to fully compensate the plaintiff's claim and we think a court is likely to award more than this amount, we can pay the sum insured to you (plus associated legal costs that we have agreed to at the time we pay you) or your office bearer (for claims under optional cover 2 Office bearer's liability) and let you or your office bearer settle the claim. If we do this and the final payment is less than the amount we paid you, you must refund us the difference.

Things you must do

If you suffer loss or damage, or there is an accident you must:

- › immediately report loss or damage from theft, arson, or any other illegal act to the police and give us the name of the police officer, station reported to and date reported
- › give us any information and help we need to handle the claim (eg. receipts, reports, documents, surveys or valuations, or any other relevant information)
- › tell us about any entitlement you have under a warranty or guarantee for any claimed items (eg. for a burnt out pool pump motor, you must tell us about any warranty or guarantee which might fully or partly cover the pump)
- › let us enter your building to investigate the cause of the loss or damage
- › give us reasonable evidence of value for your building or common contents if we ask for this (eg. valuations, receipts)
- › immediately send us any correspondence or demands received about any legal liability matter
- › tell us about any incident or wrongful act that may result in a legal liability or office bearer's claim for compensation
- › immediately tell us about any pending court actions or offers of settlement arising from legal liability accidents or claims.

What you must not do

If you suffer loss or damage or an accident occurs, you must NOT:

- get rid of damaged goods or property before we have had the opportunity to look at it
- carry out or authorise repairs without our consent except for emergency repairs up to **\$1,000** (additional feature 1)
- wash or clean or remove debris from any area damaged by fire, unless we agree
- admit liability to anyone else unless we agree
- negotiate, pay or settle a claim with anyone else unless we agree.

If you do not comply, we can reduce or refuse the claim.

If you make a claim which is covered under this policy, we can decide to:

- defend you or your office bearers, settle any claim against you or your office bearers, or represent you or your office bearers at an inquest or official enquiry
- take legal action in your name to recover money from the person or entity who caused loss, damage or liability.

More details

For examples on how a claim payment might typically be calculated, please refer to our Premiums, Excesses & Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request, at no charge, if you contact us on 13 10 10.

About your excess

What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. We will deduct the excess from the amount of cover provided by your policy.

The amount and types of excess are shown on your certificate of insurance:

- **basic excess** – which applies to all claims plus the following which may apply in addition to the basic excess
- **additional excess** – might be imposed because of your claims history or if your building is unoccupied
- **water damage excess** – applies for claims caused by leaks in pipes and water containers
- **earthquake excess** – applies for claims caused by earthquake.

When does an excess apply?

The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess when you claim.

How to pay your excess

If your claim is approved, we will:

- ask you to pay your excess to a repairer or supplier or
- ask you to pay us the excess or
- deduct the excess from the amount of cover for the insured loss and pay your claim.

We may not cover any legal or other costs that arise because of any delay in paying the excess. You must pay the excess in full (if we ask for it) before we pay any claim.

More details

For further details about our excesses, please refer to our Premiums, Excesses & Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request, at no charge, if you contact us on 13 10 10.

How we settle your claim

Your building and common contents claims

If we agree to pay a claim for accidental loss or damage or theft to your building or common contents, we will decide if we will:

- › repair damage new for old or
- › replace your building or common contents new for old or
- › pay what it would cost us to repair or replace your building or common contents new for old.

If the sum insured is not enough to cover repairing or replacing your building or common contents new for old, we will pay you the sum insured. (See meaning on page 47)

We will not:

- › pay extra to repair or replace an item to a better standard, specification or quality than it was before the loss or damage
- › fix a fault that existed before the loss or damage occurred
- › pay to replace undamaged parts of your building or common contents to create a uniform appearance

except for:

the necessary repair or replacement of these items when they are in the same room, hallway or passageway where the damage occurred:

- › paint, wallpaper or wall coverings
- › internal blinds
- › carpets or other floor coverings.

Building claims

- › When repairing or replacing damaged parts of your building, we will pay the extra cost of making these parts comply with any changes to building laws or regulations that became law after your building was originally built or altered
- › If your building is totally destroyed by an insured incident, you can rebuild it on another site if:
 - › we agree to this and
 - › you pay any extra costs involved.
- › If your building was going to be demolished or was subject to a demolition order before loss or damage occurred, we will not pay more than its demolition value
- › If we choose to pay what it would cost us to repair or replace a damaged unit and a mortgagee noted on your certificate of insurance has an insurable interest in that unit, we can pay the amount of the claim to the mortgagee. If the amount of the claim exceeds the amount owing on the unit's mortgage, we will pay the balance to you or the unit owner.

Common contents claims

If you do not want to replace or repair an item, we will pay you what it would have cost us to repair or replace the item, but only if we agree to this.

- If an item is part of a pair, set, collection or suite of furniture or setting, we will only pay for repair or replacement of the lost, stolen or damaged part
- We can take and keep any recovered or salvaged item and sell it and keep the proceeds after we have replaced the item or paid you for it

We will not pay:

- to replace undamaged parts or for any decrease in the value of a pair, set, collection, furniture suite or setting
- the cost of rewriting lost or damaged files or records on computers or any other electronic media
- for replacing photographic images on films, photographs, videos or any other media that stores or reproduces images or photographs

but we will still pay for:

- framed photographs purchased as art from a retail outlet.

Other important information

Your responsibilities

You must

- › keep your building and common contents in good condition.

This includes:

- › repairing faults or fixing defects such as roofs, gutters, drains, water pipes and tiled areas when they leak or need repairs
- › taking reasonable care to prevent injury such as installing and maintaining pool fencing and gates
- › take all reasonable care to prevent theft, loss, damage or legal liability
- › follow all the terms and conditions set out in your policy
- › provide honest and complete information for any claim, statement or document supplied to us.

Not meeting your responsibilities

If you do not comply with your responsibilities outlined in this PDS, or if you do not tell us everything relevant to our decision whether or not to insure you, or if you mislead us, we can refuse to pay a claim or reduce the amount we pay or cancel your policy.

If fraud is involved, we can treat your policy as if it never existed.

When you need to contact us

When the building will be unoccupied

When your entire building will be unoccupied for more than **60** consecutive days all cover stops unless we agree in writing to continue cover and you:

- › secure the building against intruders (e.g. window locks or deadlocks) if we ask for this
- › install a monitored alarm with smoke detectors if we ask for this
- › arrange for a weekly inspection and maintenance while it is unoccupied
- › pay us any extra premium for the increased risk and
- › agree to any increased excess that we impose.

When you alter, extend or renovate your building

When you plan to alter, extend or renovate we will not cover you for some insured incidents.

Your legal liability cover is also affected if the total costs of building extensions, alterations or renovations are more than **\$50,000**.

Also contact us when:

- › any details on your certificate of insurance are incorrect or have changed
- › any part of your building is used for any business activity but we do not need to know if this business activity is only:
 - › the residential tenancy of a unit which is part of your building or
 - › using no more than **1 unit** in your building as an administration office
- › trespassers (squatters) have moved into any part of your building
- › your building has fallen into a state of disrepair
- › you become aware of any new potential threats or risks to your building or common contents that could increase the risk of loss, damage or liability occurring.

What we will do

We will re-evaluate your policy and if we agree or disagree to continue cover, we will tell you in writing. We may decide to impose an additional excess, charge an additional premium or apply a special condition to your policy. In some cases it could mean we can no longer insure you.

What happens with cancellations?

Cancellations by you

You can cancel the cover at any time and the cancellation takes effect on the date we receive the request.

We will refund any money we owe you less any cancellation fee that might apply and non-refundable government charges.

Cancellations by us

We can cancel your cover at any time according to law. We will refund any money we owe you less any non-refundable government charges.

If we cancel your policy due to fraud, we will not refund any money to you.

If we pay out a claim for the full sum insured on your building all cover stops. In those circumstances we do not refund any premium for an unexpired period of insurance.

If you have been paying premiums by monthly instalments, we will deduct the remaining instalment premiums due for the unexpired period of insurance from the amount we pay for the claim.

Cancellation fee

We incur costs in establishing and administering your policy. If you cancel your cover in the period of insurance, we will charge a fee.

A cancellation fee will not apply if:

- you cancel the cover within the cooling off period
- we cancel the cover for any reason.

The amount of the fee is **\$30** (plus relevant government charges) for each building or common contents cover cancelled.

This fee is deducted from any refund we send you. If the refund is less than the fee, a refund will not be issued and we will not charge you an additional amount to cover the difference.

For policies paid by the month, no refund will be issued.

Terms explained

The following list explains the meaning of terms used in this PDS. When any of the following terms appear in this PDS, regardless of whether their first letter is a capital or in lower case, their meaning is shown on the following pages.

accident or accidental

Something you did not intend or expect to happen.

additional features

Additional covers and benefits automatically included when you insure your building under this insurance policy. See pages 11 to 20.

administration office

A unit or part of a unit in your building used for your secretarial functions or your caretaking or letting services.

at the insured address or the insured address

At the insured address shown on your certificate of insurance and within the perimeter of your scheme land.

boarder or tenant

A person who pays an amount of money in exchange for living in the building.

building

See page 6.

business activity

A business, trade, profession, occupation or any income-earning activity, but it does not mean the residential tenancy of any part of your building.

certificate of insurance

The latest certificate of insurance we have given you. It includes your insurance account. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

common areas

The areas at the insured address which are not part of any unit (eg. gardens, driveways, footpaths, walkways, pool areas, tennis courts).

common contents

See page 8.

compensation

Money you are legally liable to pay as a result of:

- › a judgement made against you by a court of law or
- › a settlement by us of legal action against you.

It does not include fines, penalties, punitive, aggravated or exemplary damages.

duty of disclosure

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- › the amount of your premium and your excess
- › if we will insure you
- › if special conditions will apply to your policy.

You do not need to tell us of anything which:

- › reduces the chances of you making a claim or
- › we should know about because of the business we are in or
- › we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it had never existed.

excess

The excess:

- › is the amount you have to pay for each incident if you make a claim
- › is deducted from the amount of cover provided by your policy.

The amount and type of excess that applies to your policy is shown on your certificate of insurance. We will deduct the excess from the amount of cover under your policy and then pay you, or we will ask you to pay the excess to a supplier, repairer or us.

fixed

When permanently attached to your building or permanently anchored in the ground.

flash flood

Flood or a combination of flood mixed with rainwater run-off, caused by rain falling in the **24 hours** immediately before the building or common contents are damaged by the flash flood. It does not mean water from the sea.

flood

The covering of normally dry land by water escaping, overflowing or being released from the normal confines of a:

- river, creek or any other natural watercourse whether or not it has been altered or modified
- canal or channel
- lake or
- reservoir or dam.

A flood is not water from:

- the sea
- tsunami
- a burst or leaking water main or fire hydrant or
- a burst or leaking pipe or water container at the building.

incident

A single occurrence or series of occurrences arising from the one event which is not intended or expected to happen by you.

input tax credit

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

interim cover

Insurance cover we give you before your Certificate of Insurance is issued. When we issue your Certificate of Insurance, it will include the period of interim cover.

lot

See meaning of unit.

legal costs

Legal fees, charges and expenses (except for your fees or salaries, or salaries of your employees) we have accepted and approved in writing, for the investigation, defence, monitoring or settlement of any claim.

managing agent

A paid body corporate manager, service contractor or letting agent.

mortgagee

A credit provider who has a financial interest in a unit. When a mortgagee is noted on your certificate of insurance they have rights under "How we settle your claim" on page 38.

new for old

This is:

- › replacing or repairing with new items or new materials that are available at the time of replacement or repair from Australian suppliers and
- › new for old regardless of age, with no allowance for depreciation and
- › of the same type, standard and specification as when new.

If the same is not available, it means of a similar type, standard and specification when new. It does not mean of a better standard, specification or quality than when new.

office bearer

A unit owner or a nominee of a unit owner, appointed as a member of your executive committee as required by the strata, group, body corporate or community title legislation or similar laws in your state or territory. Office bearers include your Chairperson, Secretary and Treasurer. It does not include a managing agent or any contractor maintaining or managing your building.

option or optional cover

The optional covers available under this policy for an extra premium. (See pages 21 to 22)

period of insurance

When this insurance cover starts to when it ends. It is shown on your certificate of insurance.

policy

Your insurance contract. It consists of this PDS and any SPDS we may have given you, your application for insurance and your latest certificate of insurance.

premium

The amount you pay us for insurance. You also pay stamp duty, GST, any additional government charges and Fire Services Levy (FSL) if applicable.

Product Disclosure Statement (PDS)

PDS is the name of this document and contains some important terms of your insurance cover. It should be read together with your certificate of insurance. If there are materially adverse changes to your PDS, we will send you a Supplementary PDS, or a new PDS.

rainwater run-off

Water pooling or flowing across normally dry land caused by rain falling in your local area without any mixing, contribution or involvement of water from flood. Rainwater run-off does not mean water from the sea.

retaining wall

A wall designed to hold back or prevent the movement of earth.

scheme land

The land or parcel at the insured address, identified in your strata, group, body corporate or community titled scheme as recorded by the relevant titles registration procedure in your state or territory.

seepage or underground water

Water that seeps or flows under or through the earth. Engineers sometimes refer to this as 'hydrostatic' water.

storm

A violent atmospheric disturbance, producing strong winds. It can be accompanied by rain, lightning, hail or snow.

storm surge

An increase in the sea level caused by a cyclone.

sum insured

The most you can claim. The amount is shown on the certificate of insurance or in this PDS. The sum insured includes GST.

supplementary PDS (SPDS)

A document that updates or adds to the information in the PDS.

tsunami

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

unit

An area marked as a lot on the plan for the strata, group, body corporate or community titles scheme, for your scheme land.

unit owner

The registered owner of a lot forming part of a strata, group, body corporate or community titled building.

unoccupied and occupied

Unoccupied means:

- no-one is eating, sleeping and living in any unit in your building or
- your building is not connected to electrical power.

Occupied means:

- someone is eating, sleeping and living in any unit in your building and
 - your building is connected to electrical power.
-

voluntary worker

A unit owner, nominee of a unit owner or office bearer who voluntarily does work or performs duties in and around your building and the common areas. A voluntary worker is not an employee or anyone who receives financial reward other than reimbursement for expenses.

water containers

Drains, gutters, baths, sinks, basins, toilets, bidets, tanks, swimming pools, spa baths, hot water systems, dishwashers, washing machines, evaporator trays in refrigeration appliances. A water container is not a shower base or the walls of a shower cubicle.

watercraft

Any vessel designed for use on or in water.

we, us, our

GIO General Limited ABN 22 002 861 583.

what it costs us

- For repairs, it means what it costs us to repair the item
 - For replacement, it means the retail price of the item as if it were new at the time of the loss or damage less any discount available to us.
-

wrongful act

Any act, error, omission, negligence, breach of duty, misrepresentation or conduct of any office bearer, while in their roles as your office bearers.

you and your

The body corporate, owners corporation, strata company or association of the strata, group, body corporate or community title scheme shown as the 'insured' on your certificate of insurance and its ownership or insurable interest according to the relevant strata, group, body corporate or community title laws applying to your building and common property.

If you have a complaint

For complaints about this product or our services, please tell the people who provided your initial service. Or you can:

Phone us on	1800 689 762 (FREE CALL)
Fax us on	1300 767 337
Write to us at	Reply Paid 1453 Customer Relations Unit RE058 GPO Box 1453, BRISBANE QLD 4001 or
Email us on	customer.relations@suncorp.com.au

We will try to settle your complaint within **1** working day. If we can't, we will tell you within **3** working days that we have received your complaint and try to settle it within **21** days.

For more information on our complaints handling process, please contact us. If you are dissatisfied with our decision or the way we handled your complaint, please let us know. Otherwise, you can also contact the Financial Ombudsman Service. You need to do this within **2** years of receiving our final decision.

The Financial Ombudsman provides a free service and is a totally independent and impartial body. They will tell you if they can help you, as their services are not available to all customers. If you want more information on the Financial Ombudsman Service, please ask us for a brochure. Their contact details are:

Telephone	1300 780 808 (for the cost of a local call)
Address	GPO Box 3 Melbourne, Victoria 3001
Fax	(03) 9613 6399
Email	info@fos.org.au
Web	www.fos.org.au

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills
- staged vehicle or home incidents
- false or inflated home or vehicle claims
- home and 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.

General Insurance Code of Practice

We support and adhere to 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.

Financial Claims Scheme

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

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

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

Information about the FCS can be obtained from APRA at apra.gov.au or by calling 1300 13 10 60.

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How to contact us

- › Phone us **24 hours a day – every day**
- › For enquiries **13 10 10**
- › For claims **13 14 46**
- › Report any suspected insurance fraud to our hotline on **1300 881 725**
- › Visit one of our **branches** or **agencies**
- › Find us on the web at **gio.com.au**

Who we are

This insurance is issued by

GIO General Limited
ABN 22 002 861 583
AFSL No. 229873

Level 18
36 Wickham Terrace
Brisbane QLD 4000

