

mortgagee's protection

policy
product disclosure statement



CHU

Strata Insurance

CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 (AFS Licence No: 243261)
is an underwriting agency acting on behalf of the insurers: QBE Insurance
(Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545)

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Introduction

We understand how important it is to be comfortable with your cover so we are glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we have been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you will find the information you need to know about the Policy. We explain what the Policy covers, information about excesses and importantly, how to make a claim.

Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Thank you for making QBE your first choice.

About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

For more information

Please take the time to read through this booklet and if you have any questions or need more information, please contact:

- your CHU office (see the back cover of this document).

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

QBE is a respected name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

About CHU

CHU Underwriting Agencies Pty Ltd is a specialist strata and community title insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 243261) to issue and advise on general insurance products.

Authority to act on our behalf

We have given CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070 (CHU) a binding authority to market,
underwrite, settle claims and administer this Policy on our behalf.

Any matters or enquiries you may have should be directed to them in
your State. The contact details of their offices are shown on the back
cover of this document.

Under the terms of this binding authority CHU act as our agent, and
not yours, but liability within the terms and conditions of the Policy
remains at all times with us.

Confirming transactions

You may contact CHU in either writing, email or by phone to confirm
any transaction under your insurance if you do not already have the
required insurance confirmation details.

Important Information

The information provided in this section includes high level information about the options in cover you can choose from, as well as factors that affect the cost, our dispute resolution process, your duty of disclosure, cooling off rights, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy or Renewal Schedule when you receive it to ensure it accurately states what you have insured.

Your Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- ◆ reduces the risk we insure you for;
- ◆ or is common knowledge;
- ◆ or we know or should know as an insurer;
- ◆ or we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

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

You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- ◆ renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
 - ◆ claim refused by an insurer;
 - ◆ claim made;
 - ◆ criminal conviction or finding of guilt for an offence;
- in relation to You because any of these may affect the premium and extent of insurance.

For example We may be entitled to:

- ◆ charge You an additional premium;
- ◆ impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- ◆ decline to insure You;
- ◆ refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims, insurance or criminal history. We will notify You in writing of the effect a change may have on Your renewal.

Our Privacy Promise

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. Both we and CHU have a Privacy Policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims you make. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purpose of assisting us and them in providing relevant services and products, or for the purposes of litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you.

We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purposes.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we and CHU hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our and CHU's Privacy Policy or to access or correct your personal information, please contact your nearest CHU office.

If you're not satisfied with our final decision relating to a complaint on your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC). CHU will provide the contact telephone number and address of the OAIC on request.

A copy of both Privacy Policy information brochures may be obtained from your local CHU office or from the respective websites www.chu.com.au and www.qbe.com

Significant benefits and features

The following is a summary only and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks but you need to read the Policy Wording part of this document which sets out the terms and conditions of this insurance to make sure it matches your expectations.

This Policy covers your mortgagee's financial interest in your unit if it sustains accidental loss or damage during the period of insurance.

Significant risks

Some events we do not cover include:

- ◆ any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- ◆ flood, high water, action of the sea, storm surge, tidal wave;
- ◆ normal settling, seepage, shrinkage or expansion in buildings, foundations, walls, pavements, roads and other structural improvements;
- ◆ intentional acts by any person acting on behalf of the Body Corporate;
- ◆ wear and tear, gradual corrosion, concrete or brick cancer, rust, oxidization, earth movement.

Please read the Policy Wording part of this document for full details of the cover, exclusions and limits that apply.

Other important information

In addition to the covers and exclusions summarised in the above section, there are a number of terms, conditions and exclusions contained in this PDS that can affect how or whether a claim is paid under this Policy.

Please read the Policy Wording part of this document which sets out the exclusions to make sure the cover we provide matches your expectations.

We may also refuse to pay or reduce the amount we pay under a claim:

- ◆ if you do not comply with the cover conditions (please read the Policy Wording part of this document for details of the conditions to make sure you understand your obligations);
- ◆ if you do not comply with the Duty of Disclosure (see the Duty of Disclosure notice below for details); or
- ◆ if you make a fraudulent claim.

We may also cancel your Policy in certain situations permitted by law. For example, if you breach your duty of disclosure or a condition of the insurance.

Some important things to remember are:

Total loss - When your insured property is a total loss and we have paid out the total sum insured, this insurance ceases.

Overdue Premium - You must pay your premium on time otherwise your insurance may not operate. If you have not paid by the due date or your payment is dishonoured we may cancel the Policy. CHU will do so by providing you with written notice.

Renewing your insurance - When renewing your insurance with us you must advise us of any changes to your claims or insurance history. CHU will notify you in writing of any effect a change may have on your insurance renewal.

Please read the Policy Wording part of this document which sets out details of the conditions to make sure you understand your obligations, as these are only some examples.

Monetary limits on cover

You need to make sure you are happy with the relevant sum(s) insured and limits. If you do not adequately insure yourself you may have to bear the uninsured proportion of any loss yourself.

For example, if you don't have a sufficient sum insured to repay your mortgage you will bear the shortfall.

You should also advise CHU of any changes in the details of the information you have given us, otherwise your insurance may not be sufficient.

Excesses may apply. See payment of excesses section below.

Payment of excesses

Excesses may also apply to a claim under this insurance.

An excess is an amount you have to pay each time you make a claim. The excesses that are applicable are noted on the Schedule.

We will tell you the amount of any excess when you apply for cover. They may vary according to a number of factors, such as your risk location and your insurance history.

Applying for cover

Based on the information you provide when applying for this insurance, we may be able to offer cover and terms specific to you. Once we have agreed to cover you we will issue you with a Schedule confirming this, including the following information:

- ◆ the sum insured and situation of your insured property;
- ◆ excess(es) applicable;
- ◆ premium including taxes and charges and any administration fee charged by CHU.

Taxation implications

In the event of a claim, we will seek information from you in regard to any Input Tax Credit entitlement. If you are entitled to an ITC for the GST on your premium, your claim settlement amounts may be adjusted to allow for your ITC entitlements.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

The cost of this Policy

The total premium is the amount we charge you for this insurance policy. It includes the amount we have calculated for the risk and the taxes and government charges applicable. The premium will be shown on the policy schedule.

When calculating the premium we take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information you give us, and the level and type of cover you choose.

The main factors that impact your premium include:

- ◆ the sum(s) insured;
- ◆ the address of your insured property;
- ◆ your insurance history;

How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- ◆ your CHU Office (see the back cover of this document)

Emergency assistance

In an emergency outside normal business hours you may ring our emergency service for assistance on:

- ◆ 1800 022 444.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice. The aims of this Code are fully supported by CHU.

The Code aims to:

- ◆ Commit us to high standards of service
- ◆ Promote better, more informed relations between us and you
- ◆ Maintain and promote trust and confidence in the general insurance industry
- ◆ Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- ◆ Promote continuous improvement of the general insurance industry through education and training

You can obtain a copy of the Code from your local CHU office or from www.codeofpractice.com.au

Cooling-off information

If you want to return your Policy after your decision to buy it, you may cancel it and receive a full refund. This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights. However, we may deduct certain amounts from any refund (see 'How your Policy may be cancelled – Refund of premium').

To cancel your Policy within the cooling off period you must submit your request to us within twenty one (21) days of the commencement of your Policy. You can send your request to:

- ◆ your CHU office (see the back cover of this document)

Dispute resolution

If there's something you'd like to talk to us about, or if you'd like to make a complaint, please contact your nearest CHU office and speak to one of our staff. When you make your complaint please provide as much information as possible. Our aim is to resolve all complaints within 15 business days.

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist. If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia).

FOS Australia is an ASIC approved external dispute resolution body which resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions but you're not. You can contact FOS Australia directly and they'll firstly advise you if your dispute falls within their Terms of Reference. If your dispute doesn't fall within the FOS Australia Terms of Reference, then you may wish to seek independent legal advice.

CHU will provide the contact telephone number and address of FOS upon request.

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria. More information may be obtained from APRA - www.apra.gov.au - or 1300 55 88 49

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545
of Level 5, 2 Park Street Sydney.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The limits of cover applying to the cover selected by you and the amount of any excess that applies to your Policy, is shown on your Policy Schedule.

Your Policy

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule we give you. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you have insured. Be sure to check that the limits and sums insured are adequate.

Paying your premium

Paying your premium on time is important because it affects your insurance. You must pay your premium annually in one payment, and you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Body corporate

means the body incorporated under the provisions of the strata legislation which is responsible for the control and administration of the common property.

Building

means:

- 1 building/s as defined in the strata titles legislation;
 - 2 other improvements of a structural nature;
- at the situation.

Building does not include paint, wallpaper and temporary wall, floor and ceiling coverings within a Unit where the Building is situated in New South Wales or the Australian Capital Territory.

Electronic data

means any facts, concepts and / or information converted to a form usable for communications and / or displays and/or distribution and / or processing by electronic and/ or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown on the Policy Schedule.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in loss or damage, or series of loss or damage happening from that one event, that is insured by this Policy.

Flood

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

- a** a lake (whether or not it has been altered or modified);
- b** a river (whether or not it has been altered or modified);
- c** a creek (whether or not it has been altered or modified);
- d** another natural watercourse (whether or not it has been altered or modified);
- e** a reservoir;
- f** a canal;
- g** a dam.

Mortgagee

means the person or persons or other entity named in the Policy Schedule that has taken a mortgage over your unit as security for finance it has given to you. The mortgagee is eligible to claim under this Policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) and on no other basis.

Period of Insurance

is the period during which your policy provides cover.

Policy

means this document and the current Policy Schedule.

Policy Schedule

means one of the following:

- a** the schedule of insurance;
- b** the renewal notice you have paid;
- c** the endorsement sent to your situation.

Rainwater

means rain which falls naturally from the sky. It includes rainwater run-off over the surface of the land but not flood.

Storm

means a violent wind, cyclone or tornado which may also include rain, hail or snow.

Strata legislation

means the Strata Titles Act, Community Titles Act or similar legislation applying where the building is situated.

Terrorism, Act of Terrorism

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

- a** involves violence against one or more persons; or
- b** involves damage to property; or
- c** endangers life other than that of the person committing the

action; or

d creates a risk to health or safety of the public or a section of the public; or

e is designed to interfere with or to disrupt an electronic system.

Unit

means that part of the Building and common property shown on a strata, or community plan as a lot or a unit in the strata legislation and which is identified in the Policy Schedule.

We, us, our

means QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFSL 239545.

You, your

means the person named in the Policy Schedule as the insured.

What we insure

You are insured for accidental loss or damage to your unit which occurs during the period of insurance.

Any payment made under this Policy will be made to the mortgagee.

General exclusions

These general exclusions apply to all sections of this Policy.

Sanctions limitation and exclusions clause

You are not insured under this Policy where a claim payment

breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Asbestos

You are not insured against any liability to pay compensation for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos

Additional exclusions

We will not pay if the loss or damage:

- 1 arises out of or is caused by:
 - a flood;
 - b storm and/or rainwater to gates, fences and retaining walls;
 - c any action of the sea, high-water or high tide, storm surge, tidal wave
 - d vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, erosion, subsidence, landslide, mudslide, shrinkage or any other earth movement or collapse resulting therefrom but this exclusion will not apply if the loss or damage is caused by or arises out of earthquake or seismological disturbance, explosion or physical impact by an aircraft;
 - e the invasion of tree or plant roots, but if such invasion blocks drainage system this exclusion will not apply to any subsequent damage to the Unit caused by the escape of water or liquids therefrom;
 - f vermin, insects, mildew, inherent vice or latent defect, or by pecking, biting, chewing or scratching by birds or animals, but this exclusion will not apply to loss or

damage which results from any other cause not excluded by the Policy;

- g expropriation, lawful seizure, resumption, confiscation, nationalisation or requisition of any property by any lawfully constituted authority or persons;
- h the use, existence or escape of nuclear weapons materials, or ionising radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- i war or warlike activities, including the use of military power, invasion, other hostile acts of a foreign power, civil war, insurrection, rebellion, revolution, or the use of usurped power;
- j death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;

l We do not insure You against any liability to pay compensation for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

2 arises out of or is attributable to:

a the rectification of:

i wear, tear, fading, gradual corrosion or gradual deterioration, concrete or brick 'cancer', developing flaws, wet or dry rot, rust or oxidation;

ii mechanical breakdown or derangement or over winding;

iii electrical breakdown or derangement or failure caused by electric current;

General conditions

These general conditions apply to all sections of this Policy.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your duty of disclosure, or if you make a fraudulent claim.

Cancelling your Policy

How you may cancel this policy

- You may cancel this policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the policy when a written agreement to cancel the policy is received from all persons named as the insured.

How we may cancel your policy

- We may cancel this policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing you in writing
- We will give you notice in person or send it to your address (including an electronic address) last known to us.

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it; and
- we give you a new Policy Schedule detailing the change.

Non-contribution

In terms of the strata legislation, your Policy will not be brought into contribution with any other contract of insurance except where the other contract of insurance:

- 1 is in respect of damage to the same unit; and
- 2 relates to the same mortgage debt.

Notices

Any notice we give you will be in writing, and it will be effective:

- If it is delivered to you personally; or
- It is delivered to you at your address (including an electronic address) last known to us.

It is important for you to tell us of any change of address as soon as possible.

Other party's interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

Claims

When we make a payment under your Policy we will, in accordance with the strata legislation, pay the mortgagee the lesser of either:

- 1 the amount stated in the Policy Schedule; or
- 2 the amount of damage; or
- 3 the amount sufficient at the date of loss or damage to discharge the mortgage over your unit.

Where the amount paid by us:

- 1 equals the amount necessary to discharge the mortgage over the unit, the mortgagee must assign the mortgage to us; or
- 2 is less than the amount necessary to discharge the mortgage over the unit, the mortgagee will assign a proportion of your interest in the mortgage to us equal to the proportion that our payment bears to the amount owing immediately before we make payment.

What you must do if you want to claim

You must follow the following procedures if something happens that causes loss or damage which may lead to a claim under your Policy. If you don't do so we may be entitled to reduce the amount payable to you or refuse to pay a claim.

Notification and procedures

- 1** When loss, damage or injury occurs which could lead to a claim you must:
 - a** take all reasonable precautions to prevent any further loss or damage;
 - b** promptly inform CHU by telephone, in writing or in person with full particulars of any loss, damage or incident;
 - c** when requested fully complete our claim form and return it to us, or any person we may specifically appoint to deal with the claim, within thirty (30) days of receipt with such detailed particulars and proofs as may be reasonably required;
 - d** immediately inform the Police if if vandalism or malicious acts are suspected;
 - e** tell us about any other insurance that may also provide cover;
 - f** allow us to enter the unit to assess the circumstances of the loss, damage or incident;
 - g** immediately send us court documents or any correspondence you receive about claims;
 - h** not make any offer, promise or payment in connection with any event.

- 2** In all proceedings and negotiations between you and the mortgagee you must provide us with all the information and documentation we reasonably require:
 - a** to settle or defend claims under your Policy; or
 - b** to recover from others amounts which we have paid on claims.

- 3 You must allow us to:**
 - a** make admissions, settle or defend claims on your behalf; and

b take legal action in your name against another person or persons to recover any payment we have made on a claim. We may keep any amount so recovered in priority to your right to recover any amount that you have lost which is not insured by your Policy.

Taxation implications

The amount of premium payable by you for this Policy includes an amount on account of the Goods and Services Tax (GST) on the premium.

When we pay a claim, Your GST status will determine the amount we pay.

When you are:

a not registered for GST:

We will pay up to the sum insured, limit of indemnity or other Policy limit including GST.

b registered for GST:

i and we settle direct with the builder, repairer or supplier we will pay up to the sum insured, limit of indemnity or other Policy limit including GST; or

ii when we settle direct with you we will pay up to the sum insured, limit of indemnity or other Policy limit and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim we will pay for the GST amount but we will reduce the GST amount we pay by the amount of any Input Tax Credits to which you are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, We will only pay the GST relating to our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

New South Wales / ACT

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