



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Company Title Insurance Plan

Policy No	839152
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN WITH COMPANY TITLE ENDORSEMENT
Period of Insurance	23/10/2023 to 23/10/2024 at 4:00pm
The Insured	ONSLow GARDENS PTY LTD
Situation	6A GREENKNOWE AVENUE ELIZABETH BAY NSW 2011

Policies Selected

Policy 1 – Insured Property

Building: \$20,130,000
Common Area Contents: \$201,300
Loss of Rent & Temporary Accommodation (total payable): \$3,019,500

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$3,019,500
Extended Cover - Loss of Rent & Temporary Accommodation: \$452,925
Escalation in Cost of Temporary Accommodation: \$150,975
Cost of Removal, Storage and Evacuation: \$150,975

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$50,000

Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Company Title Policy Endorsement

Where Your property is a registered Company Title as named in The Schedule, the following terms and conditions of Your Policy, where it appears under Policies 1 to 10, are hereby amended by this endorsement and should be read in conjunction with, and as forming part of Residential Strata Insurance Plan (ref: QM562-0521).

DEFINITIONS

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated as a Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property and Common Area is situated.

Body Corporate Manager / Agent

means a person or other entity appointed in writing by Your Company Title to perform delegated functions in respect to the Insured Property.

Company Title

means the owner(s) of Your Insured Property and Common Area as shareholders incorporated under the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property and Common Area is situated.

Lot / Unit

means an area shown on a plan as a lot or unit in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated and includes the area occupied by each shareholder.

Lot Owner / Lot Owners’

means a person, persons or other entity registered as a shareholder or owner of an estate in fee simple in a Lot/Unit in Your building in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated.

Members

means and is limited to the interest of Lot Owners or shareholders in respect of the ownership of Your Insured Property in terms of the Company Title named on The Schedule registered under the Corporations Act 2001 or similar legislation applying where Your Insured Property is situated. Their interest or liability as a Lot Owner and/or occupier of a Lot/Unit is not included unless otherwise specifically provided by this Policy.

You, Your, Yours

means:



a) in respect of Policies 1, 8, and 10:

The Company Title named on the Schedule including:

- i. The interest therein of Lot Owners;
- ii. Lot Owners in respect of **Special Benefits 1, 2, and 13 of Policy 1;**
- iii. Lot Owners in respect of **Special Benefits 1, 2 and 4 of Policy 8.**

b) in respect of Policy 2:

The Company Title named on the Schedule including:

- i. The interest therein of Lot Owners;
- ii. The organisers of recreational activities in respect of Clause 5 of Policy 2; a Voluntary Worker whilst engaged solely in work or duties on behalf of the Company Title named on the Schedule.

c) in respect of Policy 3:

A Voluntary Worker whilst engaged solely in work or duties on behalf of the Company Title named on the Schedule.

d) in respect of Policies 5, 7, and 9:

The Company Title named on the Schedule.

e) in respect of Policy 6:

The past, present or future Office Bearers of the Company Title, including those persons':

- i. Estate, heirs, legal representative or assigns;
- ii. Legal representative or assigns if he/she is incompetent, insolvent or bankrupt; but does not include a Company Title Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

POLICY 6 – OFFICE BEARER LEGAL LIABILITY

Exclusions – what we do not insure

We will not pay for: 4. Claims resulting from Your intentional decision not to effect and maintain insurance of any description.

Office Bearer

Means:

- a. a person acting as a director or officer of the Company Title as defined in the Corporations Act 2001 where Your Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent or an Office Bearer;
- c. a person invited by an Office Bearer and/or committee Member to assist in the management of the Company Title affairs;
- d. a person appointed by the Company Title to act as a director in terms of the Corporations Act 2001.

Wrongful Act



Means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason of You serving as a director or officer of the Company Title in the management of Your Insured Property.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest policy year in which any of such Wrongful Acts is first reported to Us.

Date Printed

18/10/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.