

Executive Summary

This is a document showing how Raine & Horne Strata Sydney (BCS) manipulated Strata Schemes Management Act (SSMA) 1996 and registered Special By-Law, giving exclusive rights to common property to ex-Chairperson of the Executive Committee in large strata scheme at Macquarie Park, NSW, and failing to enforce the by-law for 12 years.

- **Special By-Law** was approved through falsified proxy vote count,
- **Special By-Law** was registered at owners corporation expense in spite of benefiting a single owner only,
- Even after 11 years (registered in 2003) **Special By-Law** is hidden in official listing of by-laws from all owners and from any search as per SSMA 1996 S108. All new owners, and potential buyers are not given details of this by-law. Consumers are prevented from getting full by-laws as required.
- Owners corporation earned AU\$24,919.31 through premeditated falsified insurance claims for non-existent CTTT case allegedly defending the owner for whom the Special By-Law applied,
- Owner of the lot who obtained exclusive rights to common property has been non-compliant with Special By-Law clause since its registration and Raine & Horne Strata Sydney BCS refusing to enforce compliance,
- The Executive Committee and Rayne & Horne Strata Sydney BCS bear personal and legal responsibility to clarify the outstanding issues and take decisive actions with the Department of Fair Trading and the Registrar General in the NSW Land and Property Office,
- Through Solicitor, Raine & Horne Strata Sydney BCS engaged at owners corporation expense, false statements were provided at CTTT Hearings in 2012 and 2013 in order to avoid liabilities. In spite of extensive evidence, CTTT did not make any actions.
- Section 52(1) of the Strata Schemes Management Act 1996 states that owners corporation can make an exclusive use/special privilege by-law only with the written consent of the Lot owner. Further, Section 52(1) has been upheld by the NSW Supreme Court, and won by the Lot owners (The Supreme Court is the highest court in NSW after the Local Court, and NCAT (NSW Civil and Administrative Tribunal)):

Jennifer Elizabeth James v The Owners Strata Plan No. SP 11478 (No 4) [2012] NSWSC 590:

Special privilege or exclusive use by-law must have the written consent of the owner concerned and it must be obtained before the by-law is made; the resolution itself is only a step in the process that makes the by-law.

Young v The Owners Strata Plan No. 3529 (2001) 54 NSWLR 60:

Written consent IS required from lot owners who are affected by the by-law;

Without written consent, the proposed by-law amounts to a "Misuse of Power" under the principles of the Corporations Act 2001, and an expropriation of the Lot Owner's rights.

Details of the Illegal Special By-Law by Raine & Horne Strata Sydney BCS

- The first initiative for exclusive use of common property by owners a lot in question was recorded on 6th of March 2002. No actions by the Executive Committee of the large strata scheme at Macquarie Park were needed at the time.

The Owners
Strata Scheme No. [REDACTED]
North Ryde NSW 2113

Dear Sir/Madam,

Re : Exclusive Use Application

We the owners of lot [REDACTED] seek approval for exclusive use to be granted to a common property wall separating the lounge room to the courtyard location to enable us to install a sliding door.

- Their request was backed up by a brief report from the engineering company, which clearly listed some risks (“the opening size should not be altered as it may lead to instability of the existing adjacent walls”), and that “such alterations may require council approval”).

6 March, 2002

Unit [REDACTED]
NORTH RYDE NSW 2113

Attention: [REDACTED]

Re: Unit [REDACTED]

Dear [REDACTED],

As requested Mr Peter Cleary from our office carried out a site inspection of your unit to determine if there would be any problems structurally with replacing your Dining / Living room window with an equivalent width sliding door.

The building is a frame constructed eight story block of units. The walls within the units are non load bearing and therefore structurally it is acceptable to remove the existing window and replace it with an equivalent width sliding door. It is important to note that the opening size should not be altered as it may lead to instability of the existing adjacent walls.

We note that, as the external face of the building is being altered, permission to make such alterations may require council approval as well as that from the Owners Corporation.

Should you have any queries regarding the above please don't hesitate to contact the undersigned.

- The Annual General Meeting of strata plan was held on 2nd of October 2002 and this matter was not included in the motions or any discussions. Note that only 30 proxy votes were given to the Chairman (majority of them valid for one meeting only).

MINUTES OF THE ANNUAL GENERAL MEETING OF STRATA SCHEME NO. _____
 NORTH RYDE HELD IN MEDIAN APARTMENTS, 1-15 BUSACO ROAD MARSFIELD ON WEDNESDAY 2
 OCTOBER 2002 AT 7.30PM.

PRESENT

PROXIES

APOLOGY

IN ATTENDANCE

of Raine & Horne Strata-Sydney.

MOTION 1

That the minutes of the last general meeting be approved - Carried.

MOTION 2

That the attached financial statement be confirmed - Carried.

MOTION 3

To decide whether an auditor should be appointed.

MOTION 4

To determine the number of Members for the Executive Committee and to elect Members of the Executive Committee.

Resolved that the number of the Executive Committee Members be set at 8 with the following persons being elected:

MOTION 5

That the Owners Corporation Insurances as listed be confirmed and to decide whether insurances referred in Section 88(2) (Fidelity Guarantee & Office Bearers) should be arranged or amended - Carried with no amendments.

MOTION 6

That the proposed Budget Estimate be discussed and, after any amendment be approved.

Resolved that the following budget amounts were accepted;

Administrative Fund \$518,100.00
 Sinking Fund \$114,600.00

MOTION 7

That Levies be determined for the period 01.11.2002 to 31.10.2003 in accordance with the approved Budget estimate - Carried.

NEXT ANNUAL
 GENERAL
 MEETING

The next Annual General Meeting will be held on 1 October 2003.

CLOSURE

There being no further business the meeting was closed.

- Owners of the lot sent an official request for exclusive rights to common property on 13th of November 2002, which was received by the Managing Agent at Raine & Horne Strata Sydney BCS two days later (on the 15th of November). The official response from the council was not included (only a verbal statement by the owners of the lot)!

13 November 2002.

Mr .
Raine and Horne Strata – Sydney
PO Box 881
Epping NSW 1710



Dear Mr .

Re: Building Alterations

I apologise for the delay in responding to your letter. Please find attached:

1. Report from structural engineer
2. Name of builder is: Les Pallos, ABN 667 62520
3. Signed "Exclusive Use" application plus cheque for \$450.

My understanding was that we did not require Council approval for only changing the window around.

- The Executive Committee held a meeting on 28th of November 2002 and in Item 8 agreed to set a date for an Extraordinary General Meeting to be held to consider a By-Law to formally permit the owners of the lot to construct a doorway between their lounge and courtyard area. The members of the Executive Committee agreed with the proposal IN PRINCIPLE, providing that appropriate documentation would be submitted by the owners of the lot in the near future (date for the EGM was not decided at the EC meeting).

To set a date for an Extraordinary General Meeting to be held to consider a By-Law to formally permit the owner of lot to construct a doorway between their lounge and courtyard area.

It is agreed that paper work be prepared to formally approve the required By-Law and be distributed to all owners shortly.

- Without the involvement of the majority of the Executive Committee, on 12th of December 2002 (very close to Christmas) the Managing Agent from Raine & Horne Strata Sydney BCS circulated the agenda for the Extraordinary General Meeting to be held on 2nd January 2003 at 10.00am. The date of the meeting: straight in the middle of the school holidays and on the first day after Christmas and New Year celebrations. It was Thursday and in prime business hours, when most of owners could not attend.

Strata Schemes Management Act 1995

EXTRAORDINARY GENERAL MEETING

TO: The Owners
 Strata Scheme No. _____
 North Ryde NSW 2113

NOTICE OF BUSINESS to be dealt with at an Extraordinary General Meeting of **THE OWNERS STRATA SCHEME NO. _____** to be held in The Offices of Raine & Horne Strata-Sydney, 53 Beecroft Road Epping on 2 January 2003 at 10.00am.

ITEMS

- Record attendance, receive proxies, determine voting rights and quorum.
- Consider listed Motions,
- Consider any items of General Business.

MOTIONS

- That the minutes of the last general meeting be confirmed.
- That the following additional By-Law be approved:

That the Owners Corporation specially resolve pursuant to Section (52) of the Strata Schemes Management Act 1995 to add the following Special By-Law:

The owner for the time being of lot shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions:

- The owner of lot shall at its sole expense carry out such works and shall be responsible for all future maintenance costs.
- The work must be undertaken in a proper and workmanlike manner by a suitably qualified tradesperson.
- The owner of lot must obtain any required approvals from Ryde City Council.
- The owner of lot shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder.
- If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.
- The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (freehold Development Act) 1973 as amended.
- The owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above.

(Special Resolution)

DATE..... 12. 12. 2002..... SIGNATURE.....
 Members of the Institute of Strata Title Management
 Corporation Lic No. 11715L

- The EGM on 2nd of January 2002 did not plan for any discussions (later on, this method proved to be a “normal” way in this large strata scheme to get no responses from owners and ensure success of the proposals without dissent or consultations at large):



- Due to lack of quorum (which was predictable, as it was scheduled on a very inconvenient date), and the lack of full documentation to back up the proposal, the EGM failed.

- Member of the EC, wrote a very honest and disturbing message to the Managing Agent on 12th of January 2003, which an owner managed to get a copy of during document search at Rayne & Horne Strata Sydney BCS in November 2011. The EC member voiced his concerns about the EGM process because the work in the lot was completed even before the By-Law was approved and registered!

The Chairman and Members of the Executive Committee,
Strata Scheme

North Ryde 2113.

12.1.2003.

Dear Fellow Owners,

At the last meeting of the committee, held on 28th November, a letter from Mr [redacted] was read. He complained about the overgrown garden on the roof of the swimming pool, which he described as a "jungle". Members agreed with him, and resolved that Universal Strata Care be instructed to "tidy up" the roof garden before Christmas.

The minutes of this meeting, published on the notice boards by Mr [redacted], made no reference to this resolution, or to the instruction to be given. Mr [redacted] advised me that when he asked the Caretaker, a few days later, when the work would be done, [redacted] replied "after Christmas".

This, I conclude, indicates that no instruction was given by Mr [redacted], or that the committee's instruction was ignored.

At the same meeting, an application to the Owners Corporation from the owners of Lot [redacted] was presented, for consent to the alteration of a window to a sliding door. This application was received in the first half of 2002, but was never resolved by the committee. At this meeting Mr [redacted] advised with a smile, that the alteration had been completed. How is it that alterations to the structure of a lot can be made without a resolution of the committee recorded in the minutes? The notice of the Extraordinary General Meeting of the Owners Corporation on 2nd January 2003 (a paper meeting) assumed that all Owners would give their proxies to the Managing Agent. I did not. To do so would permit the Managing Agent to register a special By-Law, without a resolution of the committee recorded in the minutes!

- The adjourned EGM was held on 24th of January 2003, just two days before another public holiday – Australia Day (Sunday, 26th of January 2003). The total number of votes (ALL PROXIES) was 74. Nobody but one owner was allegedly present in person. No details about how many votes were in favor or against the motion. Note that the quorum in this large strata scheme is satisfied if 55 owners are present, so since the first general meeting failed, it was impossible to count 74 owners at the adjourned meeting as valid.

That was AN INVALID VOTING as it breached the NSW Strata Management Act 1996. The proxy votes can only be counted at the first GM. The rest of the votes at the adjourned GMs must be delivered in person, or, if not-expired, counted from the previous AGM. The quorum for a general meeting of a Strata Scheme (with more than 2 lots) in NSW is detailed in Clause 12 of Schedule 2 to the Act where it states that the quorum is at least 1/4 of the number of persons entitled to vote either being present in person or by way of proxy or at least 1/4 of the aggregate unit entitlement of those entitled to vote either being present in person or by way of proxy. In the event that a quorum is not achieved, or at some point a meeting lapses for want of a quorum – after a period of a half-hour – the meeting stands adjourned for a period of at least 7 days with notice of the rescheduled time and place being served by the secretary on the OC members at least 1 day prior to the rescheduled meeting. In this latter case, at the adjourned meeting if a quorum is not achieved within a period of half-hour of the time that was fixed for the commencement of the meeting, it can go ahead with those in attendance who are eligible to vote.

MINUTES OF AN ADJOURNED EXTRAORDINARY GENERAL MEETING OF STRATA SCHEME NO. 1 NORTH RYDE HELD IN THE OFFICES OF RAINE & HORNE STRATA-SYDNEY, 53 BEECROFT ROAD EPPING ON 24 JANUARY 2003 AT 10.00AM.	
PRESENT	
PROXIES	Lots
IN ATTENDANCE	... / from Raine & Horne Strata-Sydney.
ITEM 1	That the minutes of the last General Meeting be confirmed - Carried.
ITEM 2	That the following additional By-Law be approved: That the Owners Corporation specially resolve pursuant to Section (52) of the Strata Schemes Management Act 1996 to add the following Special By-Law: The owner for the time being of lot ... shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions: (a) The owner of lot ... shall at its sole expense carry out such works and shall be responsible for all future maintenance costs. (b) The work must be undertaken in a proper and workmanlike manner by a suitably qualified tradesperson. (c) The owner of lot ... must obtain any required approvals from Ryde City Council. (d) The owner of lot ... shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder. (e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation. (f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (Freehold Development Act) 1973 as amended. (g) The owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above. (Special Resolution) - Carried.
CLOSURE	There being no further business the meeting was closed.

- The Special By-Law was registered on 24th of July 2003, pursuant to the resolution passed on 24th of January 2003:

Reg: R331500 / Doc: DL 9808711 / Rev: 24-Jul-2003 / Str: SC.OK / Wrt: 23-Jan-2012 16:52 / Pgs: ALL / Seq: 1 of 3
 Ref: 12/90020 / Src: E

Form: 15CB
 Release: 1
 www.lpi.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
 Strata Schemes Management Act 1996
 Real Property Act 1900

9808711J

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE For the common property
 Certificate of Title PI CP/

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
	BOX 302G Burkhart Legal Tel: 9231 0122 Fax: 9262 1904	CB
Reference (optional): BURKHARTS/MCS MCG/raine 300192		

(C) The Owners-Strata Plan No _____ certify that pursuant to a resolution passed on 24 January 2003
 and in accordance with the provisions of _____

(D) section 47 _____ Strata Schemes Management Act 1996
 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
 Added by-law No 4
 Amended by-law No NOT APPLICABLE
 as fully set out below.
 See annexure A

(F) The common seal of the Owners-Strata Plan No _____
 was affixed on _____ in the presence of—
 Signature(s): See annexure A
 Name(s):
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

~~(G) COUNCIL'S CERTIFICATE UNDER SECTION 50(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996~~
 I certify that _____ has approved the change of by-laws set out
 herein.
 Signature of authorised officer:
 Name and position of authorised officer: _____

All handwriting must be in block capitals.

Page 1 of 3

LAND AND PROPERTY INFORMATION NSW

- The Special By-Law had a critical clause:

The Owner of lot shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs, and expenses whether for injury to persons, or damage to property, arising in any way out of carrying out the works and future maintenance and the owner shall at all times keep in effect a public risk insurance policy in the sum of not less than \$5,000,000 to cover the owners obligations hereunder.

Since early May 2012 some owners have been asking the Managing Agent for full details of the insurance cover that owners of this lot have.

The member of staff at Rayne & Horne Strata Sydney BCS sent the following email message to an owner on 15th of May 2012:

*Subject: FW: Scan Data from EPPI-P20
Date: Tue, 15 May 2012 13:07:31 +1000
From: Raine & Horne Strata Sydney BCS*

Attached please find a copy of the current cover of the strata plan. The policy is with QBE via the broker Gallagher. With regard to the insurance required for the lots 's exclusive use I have attached a copy of the minutes of the meeting. We do not have any correspondence other than advice to the owner of the lot with a copy of the meeting minutes. I have written to the owner of the lot requesting a copy of their insurance cover. I will advise upon receipt of same.

- Managing Agent at Rayne & Horne Strata Sydney was asked THREE TIMES to confirm if the owner of the lot paid ALL EXPENSES of the registration (this is not the cost the owners corporation should have carried).

AU\$450.00 that the owner gave certainly did not cover the expenses for two EGMs, postage, Special By-Law registration, legal advice, and so on. No responses since February 2012!

- The Executive committee and the managing agent should have checked and reported the insurance details for the lot at every AGM. They had duty of care to protect owners corporation and run constant audits. In short, the Special By-Law, which gave exclusive rights to common property to owners of the lot, was based on fraudulent count of proxy votes, does not enforce public liability insurance by the owners of the lot, and, as such, is invalid.

Details of the Fraudulent Insurance Claim by Raine & Horne Strata Sydney BCS

- Instead of providing details of the public liability insurance as required by the Special By-Law, Raine & Horne Strata Sydney BCS engaged in secret legal case and insurance claims in order to prevent owners corporation from getting any knowledge of the special privileges given to the lot owner. This is extract from CHU Underwriting Agencies who extended the owners corporation QBE insurance policy through Gallagher Broking Services on 1st of August 2012:

Our Ref NH201212589

Good afternoon .

We will extend indemnity to the Insured under Policy 9. C) in this instance for Legal expenses Incurred in the legal advice sort in defence of the appeal.

We are not in a position to appoint legal representation on behalf the Insured in these circumstances.

Upon further approach under the claim, could we please have a copy of the Legal advice and costs summary.

- The same day, CHU Underwriting Agencies Insurance Broker send another email to Raine & Horne Strata Sydney BCS, warning of the high-risk with the claims:

We would not refer this matter through to our Company's Lawyers nor do we impose a rate scale.

We thought being a large risk that they would be in contact with a Strata Lawyer.

They can seek advice through the SCA (Strata Committee Australia).

Two others come to mind, Bannermans and the other, Le Page.
Both deal in Strata Law.

- This was the first claim in insurance policy for the owners corporation issued by Raine & Horne Strata Sydney BCS on 8th of August 2012, without owners corporation approval or knowledge:

Claim Form

To ensure prompt attention to your claim, please supply information as requested below. When completed, please return this form to BCB together with any supporting documentation relevant to the claim, ie. Quotations / Invoices etc.

1 Type of Policy
 Body Corporate

2 The Insured
 Name: The Body Corporate for Name not on file
 CTS Number: [REDACTED]
 Situation of The Insured Property: Common Property
 [REDACTED] MACQUARIE PARK NSW
 Post Code: 2113

3 GST Declaration
 Is the Insured registered for GST? Yes
 If yes, what percentage is the insured entitled to claim Input tax Credits? 100%
 Australian Business Number (ABN) 79491591602

4 The Insurer
 Policy Number: 836665
 Company: GBE INSURANCE GROUP LTD
 Excess:
 Is there any other insurance on the property? Yes No
 If yes, please provide details of the insurer/s and policy number/s:

5 What Happened *This claim will not be processed unless this section is completed*
 Please explain how the damage occurred:

Legal expenses for defence of a claim against the Owners Corporation

Date of Loss: 8.08.12
If the exact date of loss is not known please provide the date the damage was first discovered.

Glass Claims for Commercial Strata: policies must be submitted with a copy of the tenancy agreement showing that the Body Corporate is responsible for glass breakage, or, if the unit is owner-occupied, please advise.

Theft Claims for Common Area Contents must be submitted with proof of ownership (ie original purchase receipts, copy of asset register).

Resultant Water Damage claims (ie damage caused by the leakage of water) must be accompanied by a rectification invoice showing that the cause of the water leak has been repaired (the invoice must show the scope of works carried out).

- Four claims for the CTTT case that did not even deal with the defense of the lot in question:

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

03 SEP 2012

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CTTT DEFENCE LOT [REDACTED]; Pol No.NNR836665
THE OWNERS - [REDACTED] 31/08/12

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 1	12/06/2012	\$ 1,000.00	\$ 357.64

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

11 DEC 2012

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CIII DEFENCE LOT [REDACTED]; Pol No.NNR836665
THE OWNERS - [REDACTED] 07/12/12

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 2	12/06/2012	\$ 0.00	\$ 12,714.65

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

29 APR 2013

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: CTTT DEFENCE LOT 80252; Pol No.NNR836665
THE OWNERS - [REDACTED] 26/04/13

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 3	12/06/2012	\$ 0.00	\$ 1,320.00

GALLAGHER BROKING SERVICES
PO BOX 6007
NORTH SYDNEY, NSW 2060

06 JUN 2013

Any claims settlements payable to insureds have been made in accordance with the GST information provided at lodgement stage.

Description of Claim: DEFENCE LOT 61223 ; Pol No.NNR836665
THE OWNERS -

04/06/13

Claim Number	Incident Date	Excess	Total Amount of Cheque
NH201212589 - 4	12/06/2012	\$ 0.00	\$ 10,517.02

- CHU Insurance and QBE were notified by a concerned owner several times in 2013 but they REFUSED to provide additional details, claiming that owners should get information from the Strata Manager and the Executive Committee.
- At the time of CTTT Hearing on 17th of October 2012 when many issues were attempted to be resolved, Raine & Horne Strata Sydney BCS, the EC, and their Solicitor provided no proof of the public liability insurance and even falsified the statement that owners of the lot could not attend because they had been overseas.

- Six months later, partial copies from two insurers seem to say that owner of the lot rushed to obtain two public liability insurances, each in amount of \$20,000.000.00, but there was an interesting catch:

The GIO insurance policy was issued on 18th of October 2012 (one day after the AGM 2012 and the CTTT Hearing) and "backdated" to 13th of September 2012


GIO Classic Home and Contents Insurance
 Policy Change - Certificate of Insurance

Page 3 of 6

Your Policy Number: 11660447PU

The Insured:

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



 **Type of cover:** CLASSIC CONTENTS INSURANCE
Effective dates: From 12:00am 13-Sep-2012 until midnight 13-Sep-2013

The policy covers the contents at the insured address:
 UNIT MACQUARIE PARK 2113 which

- is a unit
- is approximately 16 years old
- is mainly double brick
- is occupied by you
- Will not be unoccupied for more than 90 consecutive days
- is structurally sound, secure and well maintained (including all outbuildings)
- Has no business activity carried out at the home (you must contact us if you do conduct a business activity)

What is covered:

Cover Type	Where is it covered		Sum Insured
	At the home	Away from home	
CONTENTS - new for old			
General Contents	✓	X	\$162,000
TOTAL CONTENTS SUM INSURED			\$162,000
LEGAL LIABILITY			\$20,000,000

 Enquiries 13 10 10  Claims 13 14 46

Date of issue 18 October 2012 www.gio.com.au The IOA is a GIO General Limited ABN 22 002 561 533

The APia insurance policy was issued for period starting 16 November 2012 (one month after the AGM 2012 and the CTTT Hearing)

13 50 50 apia.com.au

Policy Number
APP021800665

Details of Cover

The address of your home and/or where your contents are kept

Macquarie Park NSW 2113

Period of Insurance 18 Nov 2012 to 18 Nov 2013

Insured

Cover Apartment Style

Sum Insured:
Contents \$162,000
Valuables \$1,000
Specified Valuables Not Selected
Legal Liability \$20 million

Your Excesses:
Contents \$500
Valuables \$100
You can reduce your premium by choosing a higher excess.

Apia and your Privacy

Apia respects your privacy. Enclosed is our 'Privacy and Your Personal Information' brochure. If you would like more information about privacy, our privacy policy can be found at apia.com.au or call us on 13 50 50.

Apia Customer Charter 2012

We are committed to always providing the highest standard of service. Enclosed is your copy of the APia Customer Charter which applies until 31 December 2012. You can access a copy of next year's Charter at www.apia.com.au from 1 January 2013.

Australian Alliance Insurance Company

Limited Proposed General Insurance Transfer

Australian Alliance Insurance Company Limited is proposing to transfer its general insurance business to a related company AAI Limited ABN 48 006 207 807 (AAI) by way of a scheme, subject to confirmation by the Federal Court of Australia. This scheme is one of four proposed schemes which are occurring simultaneously as part of an internal reorganisation. If the scheme is confirmed, AAI will become the underwriter of all policies issued by Australian Alliance Insurance Company Limited on or about 1 July 2010 and will issue Apia branded policies from that time. Apart from the underwriter changing to AAI, the proposed transfer will not change your policy cover in place at the time of the transfer, how your policy is handled or our contact details. There is no action required by you, but you do have the right to attend and request to be heard at the Federal Court confirmation hearing. If you would like more information, please visit www.schemesourthouse.com.au/acta which will provide access (when available) to the scheme documentation or call us on 1800 064 521.

Home Details

You have told us the following about your home:

- it is an apartment/flat in a multi-storey building.
- it is not undergoing renovation nor is it under construction.
- it is owner occupied.
- it does not have a security alarm or CCTV (closed circuit television).
- it has deadlocks fitted to all external doors.
- it has security doors fitted to all external doors.
- it has keyed locks or grills on all windows.
- the approximate size is 100 square metres.
- it was built in approximately 1997.
- the construction type is brick.
- the main roof material is concrete.

Your Portfolio at a Glance

Policy Type	Description	Policy Number	Expiry Date
Home		APP031629826	18 Nov 2013
Car		MVA031629754	17 Nov 2013

- As of May 2015, this Special By-Law is still undisclosed to owners and any potential buyers in the complex.