



Important Information

Home Owners GOLD – Owners & Buyers

1 October 2020

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About the Insurer

First American Title Insurance Company of Australia Pty Limited (trading as “First Title”) provides Title insurance coverage to purchasers, owners and lenders in Australia in respect of residential and commercial Property. First Title is authorised by the Australian Prudential Regulation Authority to carry on insurance business in Australia, and holds an Australian Financial Services Licence (AFSL), number 263876 issued by the Australian Securities and Investments Commission. The AFSL authorises First Title to provide financial product advice for general insurance products and to deal by issuing, applying for, acquiring, varying or disposing in respect of general insurance products to retail and wholesale clients. First Title is part of a worldwide insurance group owned by First American Financial Corporation.

For more information about First Title or the First American Financial Corporation:

Phone: 1300 362 178

Email: info@firsttitle.com.au

Website: www.firsttitle.com.au

Purpose of this Document

This Important Information has been compiled to assist you to make informed decisions about whether to acquire our insurance product. The document has been created for the Home Owners GOLD Existing and Purchaser Policies.

Before you decide to buy this product from us, please read this Important Information carefully. If you purchase this product, the Policy comprises of the Policy Wording and Schedule. These documents will detail your cover.

The Important Information was current at the date of preparation. First Title may update some of the Important Information from time to time without needing to notify you. You can obtain a copy of any updated information by visiting www.firsttitle.com.au or by contacting us on 1300 362 178. First Title will give you a free paper copy of any updates if you request them.

The capitalized terms used in this Important Information are defined in the Policy Wording or the Definitions section in this document.

Policy Wording

Throughout this Important Information you will be referred to a document called Policy Wording. The Policy Wording together with the Policy Schedule and Endorsements are your contract of insurance. The Policy Wording is available at www.firsttitle.com.au/Contents/policy-documentation or you can contact us and we will provide you with a copy of the applicable Policy Wording and your Policy Schedule free of charge.

First Title issues your Policy Wording to you at the time you purchase your Policy. The Policy Wording has changed overtime and may change in the future. Please refer to your Policy Wording and Policy Schedule for details of your cover.

Definitions

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| Encroachment or Encroaches means a Structure built across the common boundary between two parcels of Land, including your Land. |
| Known Risk where you have actual knowledge of an issue that can negatively affect the Property. |
| Local Authority means the body that constitutes the local system of government as set out by Laws for the local area where the Property is situated. |
| Policy means the document detailing your cover and includes, your Policy Wording, Schedule and Endorsements. |
| Policy Wording means terms, conditions and definitions of your cover. Your Policy Wording is not complete without your Schedule and Endorsements. |
| Property has the same meaning as Land as defined in the Policy Wording. |
| Structure means a manmade construction of a permanent character fixed to the Land. This does not include natural features, such as trees. |
| Subdivision means the division of land into two or more independent parcels. |
| Zoning means Local Authority Laws that dictate how you can or cannot use your Property. |

What is Title Insurance?

First Title insures certain Covered Risks that might affect ownership rights and the Title to your Property and its marketability.

The Home Owners Policy is not an annual policy, does not require renewal and coverage continues even after you no longer own your Property Title. The Home Owners Policy also insures anyone who receives your Title because of your death, or any beneficiaries of a trust that you might create.

Cover extends to the legal defence of the Title to the Property from any challenge related to a covered Risk, including legal costs and expenses as set out in the Policy Wording.

Duty of Disclosure

Before you enter into a Home Owners Policy with us, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to First Title any matter you know, or we can reasonably expect you know, which is relevant to First Title's acceptance of your request for cover and to determine the conditions that apply to your Policy.

Your duty does not require disclosure of a matter:

- that diminishes the risk to be covered by First Title
- that is of common knowledge
- that First Title knows or, in the ordinary course of its business, ought to know; or
- where First Title waives compliance with your duty.

If you fail to comply with the duty of disclosure in respect of the Policy, First Title may be entitled to reduce its liability under the Policy in respect of a claim or may cancel your Policy. If the non-disclosure is fraudulent, First Title may also have the option of avoiding your Policy from its beginning.

If you are not sure whether you should disclose a matter to First Title, simply contact us and we can discuss this with you.

What First Title Insurance Covers for Home Owners & Buyers

Cover for properties can vary. Your Policy may not contain all coverage features. In addition, the terms of your Policy may limit the amount we will pay.

Known Risks are NOT covered under First Title Policies but might be if you notify us of the Known Risk and we specifically agree to cover it. First Title, at its own discretion, will decide whether to provide you with cover for a Known Risk and the amount of cover to offer in respect of it. Please refer to the Known Risk section of this document for more information.

Your Policy does not cover risks that arise because you did not pay full value for your Property.

Your Policy does not cover you for Known Risks contained in the contract to purchase your Property, nor does cover extend to Known Risks noted in any reports or surveys for your Property obtained prior to purchasing your Property.

Your Policy covers you for actual loss as a result of one of the Covered Risks. The following tables show standard coverage under our Home Owners GOLD Policies.

Coverage features 1 – 19 are for risks occurring before the Policy Date.

Coverage features 20 – 23 are for risks that might occur before or after the Policy Date.

As coverage may vary, please refer to the Policy Schedule and Policy Wording issued to you for details on your cover.

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|--|--|
| <p>1. Error made by Local Authority in reporting certain charges due in relation to the Property</p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Local Authority.</p> | <p>The coverage is limited to certain debts that link to the Property Title, not personal debts.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; • \$1,500,000; or • The Policy Amount. |
| <p>2. Error made by Conveyancing Practitioner in reporting certain charges due in relation to the Property</p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Conveyancing Practitioner.</p> | <p>The coverage is limited to certain debts that link to the Property Title, not personal debts.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; • \$1,500,000; or • The Policy Amount. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

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| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|---|--|
| <p>3. Compulsory Land acquisition by the government</p> <p>Before you purchased the Property and without your knowledge, the government has the right to acquire all or part of the Property under relevant Laws.</p> | <p>The proposal to compulsorily acquire the Property must have been disclosed in the Public Records before the Policy Date.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; • \$1,500,000; or • The Policy Amount. |
| <p>4. Incorrect Public Record for heritage issues, Easement, drainage or sewerage issues for the Property</p> <p>After you purchase the Property, you discover there is an existing error in the Public Record for these items.</p> | <p>The error in the Public Record must have occurred before the Policy Date.</p> <p>Cover does not extend to:</p> <ul style="list-style-type: none"> • the quality of the drain or sewer pipes connecting the Property to publicly owned infrastructure; or • sewerage or drainage systems installed to service Structures on the Property. | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; • \$1,500,000; or • The Policy Amount. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

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| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|--|---|
| <p>5. Boundary error or encroachment</p> <ul style="list-style-type: none"> • Someone else builds a Structure which encroaches on to the Property without your knowledge or consent; or • A Structure situated on the Property you acquire encroaches onto a neighbouring property; or • The existing boundaries of the Property are incorrectly recorded with the Land Titles office. | <p>The boundary error or encroachment must have occurred before the Policy Date.</p> <p>This coverage is <u>not</u> provided if the Property is larger than 50 acres.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

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| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|--|---|
| <p>6. Unapproved building works</p> <p>After you purchase your Property, you discover an existing Structure was built (by someone else) without a permit and you are ordered under the Laws to demolish the Structure or fix the defect(s) in the Structure.</p> | <p>Coverage does not extend to:</p> <ul style="list-style-type: none"> • Boundary fences or walls; • Structures built not in compliance with applicable building codes or standards; • Infestation; • Dilapidation; • Damage to a Structure; • Systems installed on the Property, such as solar panels, rain water, hot water, air conditioning, electrical or internal plumbing; or • Electric fences. | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • \$160,000. <p>Where the Property is your principal place of residence and you cannot reside in the Property, we will pay the cost for you to rent a reasonably equivalent property until removal of the claim. Rental payments reduce the amount we will pay.</p> |
| <p>7. The registered owner of the Property does not match your Policy Schedule</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|--|---|
| <p>8. Someone else has an interest or rights to the Property</p> <p>Someone else has a Mortgage, court order, Easement, lease, contract, option, right of possession or access rights to the Property.</p> | <p>The issue which prevents you from becoming the registered owner of the Property must have arisen before the Policy Date.</p> <p>Coverage is <u>NOT</u> provided for interests or rights registered on the Public Record on the Property Title on the Policy Date.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| <p>9. Someone else lodges a right or interest on the Title to the Property which prevents you from becoming the registered owner</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| <p>10. Marketability</p> <p>A Title defect allows another person to refuse to perform a contract to purchase, lease the Property or make a loan secured by a Mortgage over the Property.</p> | <p>Coverage is <u>NOT</u> provided in respect of business or commercial activities concerning the Property, other than an inability to lease all or part of the Property for residential purposes.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

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| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|-----------------------------------|---|
| <p>11. Fraud or forgery</p> <p>Someone else obtains an interest in the Property by:</p> <ul style="list-style-type: none"> • impersonation; • duress; • incapacity; • incompetency; or • fraud. | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| <p>12. A document is not properly signed</p> <p>A document not properly signed affects your interest or rights to the Property.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| <p>13. Defective registration of a document</p> <p>Defect registration of a document affects your interest or rights to the Property.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|-----------------------------------|--|
| <p>14. Getting to and from your Property</p> <p>You do not have a legal right of access to and from the Property either on foot or by vehicle.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none">• Your actual loss; or• Policy Amount listed in your Policy Schedule. |
| <p>15. Right to water supply or drainage</p> <p>You discover the Property does not have a legal right of water supply, or drainage from the Property.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none">• Your actual loss; or• Policy Amount listed in your Policy Schedule. |

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| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|---|---|
| <p>16. Restrictive Covenants, Restrictions or Easements</p> <p>There is an existing agreement or Restriction that does not appear in the Public Records for the use of the Land (in the above categories) that limits the use of the Property.</p> | <p>Restrictive covenant, Restriction or Easement must have existed before the Policy Date.</p> <p>Coverage is <u>NOT</u> provided for Restrictions, Covenants or Easements:</p> <ul style="list-style-type: none"> • registered on the Public Record for the Property on the Policy Date; or • otherwise contained in the Property documents held when you purchased the Property. <p>For properties located in Queensland, coverage is not provided for Restrictive Covenants.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|-----------------------------------|--|
| <p>17. Use of the Property as your home</p> <p>A zoning violation or use restriction prohibits you from using to the Property as your home.</p> <p>For ACT properties only, there is a Crown Lease use covenant violation preventing you from using the Property as your home.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. <p>Where the Property is your principal place of residence and you cannot reside in the Property, we will pay the cost for you to rent a reasonably equivalent property until removal of the claim. Rental payments reduce the amount we will pay.</p> |
| <p>18. Violation of a Subdivision Law</p> <p>A Law violation occurred on the creation of the Property as its own parcel of Land.</p> | | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|-----------------------------------|---|
| 19. Other defect affects the Title to the Property | | The lesser of: <ul style="list-style-type: none">• Your actual loss; or• Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS THAT MAY OCCUR BEFORE or AFTER THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|--|--|--|
| 20. Someone else claims an interest in your Property due to forgery, fraud or due to a mistake by a land titles office or the governmental authority | | The lesser of: <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| 21. Someone else lodges a right or interest on the Title to the Property, after the Policy Date, which prevents you from becoming the registered owner | Coverage is <u>NOT</u> provided for interests or rights disclosed in the Public Records for the Property on the Policy Date. | The lesser of: <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |
| 22. Someone else, after the Policy Date, builds a Structure, which Encroaches onto your Property | Coverage does NOT extend to a boundary wall or fence. | The lesser of: <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

UNKNOWN PROPERTY RISKS THAT MAY OCCUR BEFORE or AFTER THE POLICY DATE

PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.

| COVERAGE FEATURES | LIMITATIONS AND EXCLUSIONS | THE MOST WE WILL PAY |
|---|---|---|
| <p>23. Someone else has a right to:</p> <ul style="list-style-type: none"> a. maintain or create sewerage, gas, telecommunications or electricity installations; or b. extract or develop minerals, water or other substances owned by them <p>The rights above prevent you from using the Property as a residence, a person under their rights forces you to remove a Structure from the Property or the rights above entitle a person to refuse to complete a contract to purchase the Property, to take a lease or to make a loan secured by the Property.</p> | <p>Coverage is <u>NOT</u> provided for mining activities or where you have knowledge of the third party rights.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> • Your actual loss; or • Policy Amount listed in your Policy Schedule. |

What is a Known Risk?

A Known Risk arises where you have actual knowledge of an issue that can negatively affect the Property. For example, you are in the process of purchasing the Property and the seller of the Property discloses a Structure was built without a permit required by the Local Authority. You must refer the unapproved Structure to First Title as a Known Risk under your duty of disclosure.

Known Risks are NOT covered under First Title Policies but might be if you notify us of the Known Risk. First Title, at its own discretion, will decide whether to provide you with cover for the Known Risk.

If First Title decides to offer cover for the Known Risk, we might reduce the amount we will cover for the Known Risk.

First Title may decide not to offer cover for the Known Risk. In these circumstances, First Title may offer you a Policy which, by default, excludes the Known Risk.

Premiums for Known Risks are determined on a case-by-case basis. If First Title does offer Known Risk cover, we will provide you with the premium cost together with any exclusions, conditions or limits on cover that might apply to your Policy. You can review our cover proposal and decide whether the cover offered is right for you.

The Policy issued to you will detail the Known Risk cover, any cap in our liability, exclusion or Endorsement not contained in the Policy Wording.

First Title's Known Risk cover, if offered to you by First Title, is limited to 5 types of risks that might affect your Property.

| Known Risks potentially covered by First Title |
|--|
| 1. Structures acquired by you that were built on the Property without a building permit. |
| 2. Structures acquired by you that Encroach on to a neighbouring Property. |
| 3. Structures acquired by you that are built over a sewerage or drainage line. |
| 4. Sewerage or drainage connections acquired by you that were installed without an Easement. |
| 5. Inaccurate Local Authority records for a sewerage or drainage line acquired by you and installed on the Property. |

Please contact First Title to disclose Known Risks that you might be aware of and to explore your coverage options.

What First Title Insurance does NOT Cover for Home Owners & Buyers

Some risks below are specifically excluded in the Policy Wording. Other risks are listed here to clarify commonly asked coverage questions. This list is not exhaustive.

Your Policy does NOT provide coverage for the following:

- Risks that do not cause a loss to you
- Risks which you create, allow or agree to
- Risks which are known to the you, but not to First Title
- Property damage
- Mine subsidence
- Environmental protection or conservation
- Further development of the Property
- The area outside the Property boundaries
- The streets, laneways or waterways that surround or touch the Property
- Asbestos
- Chemical contamination or pollution
- Business or commercial activities
- Utility company Easements and their rights to carry out works affecting your Title and/or Property (does not apply to coverage features 3, 4 or 23)
- Poor workmanship, infestation or dilapidation of Structures
- Risks disclosed in a building inspection report, survey or contract to purchase the Property obtained by you prior to the Policy Date
- The condition and repair of any Structures
- Risks typically covered by home and contents insurance
- Consequential loss

Types of Properties Covered by Home Owners & Buyers Title Insurance

| | | |
|-------------------------|--|---|
| Torrens Title | Property where you own the Structures and the Land, such as a standalone home. | ✓ |
| Strata Title | Property where you own the inside of a Structure, but also share ownership for a portion of the external Property with another person, such as an apartment or duplex. | This Important Information does not cover Strata Title. Please refer to the Important Information for our Strata Owners GOLD Policy. |
| Old system Title | Property registered under the old system of Property registration (prior to 1 January 1863) and not yet registered under the Torrens Title System. | ✓ |
| Leasehold Title | Property where you have the right to occupy Property for the length of the lease and you hold the Title as the registered proprietor. This Property type is found in the Australian Capital Territory (ACT) as well as other locations. | ✓ |
| Company Title | Property owned by a company where you own shares giving you rights to a particular apartment and use of the Land. | X |
| Purple Title | Property owned by more than one individual and you own a portion of the shares in the Property. This Property type is specific to Western Australia (WA). | X |
| Moiety Title | Property owned by more than one person where you own shares giving you rights to a particular apartment and use of the Land. This Property type is specific to South Australia (SA). | X |
| Native Title | Property subject to Aboriginal and Torres Strait Islander rights and interests. | X |

How Much does Home Owners & Buyers Title Insurance Cost?

| <p style="text-align: center;"><u>Do you own a Property?</u></p> <p style="text-align: center;">Prices are inclusive of GST and Stamp Duty</p> | | | | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Property Value | NSW | VIC | QLD | SA | WA | TAS | NT | ACT |
| \$0 - \$500k | \$518.69 | \$523.45 | \$518.69 | \$528.20 | \$523.45 | \$523.45 | \$523.45 | \$475.86 |
| >\$500k - \$750k | \$642.22 | \$648.11 | \$642.22 | \$654.00 | \$648.11 | \$648.11 | \$648.11 | \$589.19 |
| >\$750k - \$1m | \$891.49 | \$899.67 | \$891.49 | \$907.85 | \$899.67 | \$899.67 | \$899.67 | \$817.88 |
| >\$1m - \$1.25m | \$1,034.14 | \$1,043.63 | \$1,034.14 | \$1,053.11 | \$1,043.63 | \$1,043.63 | \$1,043.63 | \$948.75 |
| >\$1.25m - \$1.5m | \$1,259.30 | \$1,270.85 | \$1,259.30 | \$1,282.41 | \$1,270.85 | \$1,270.85 | \$1,270.85 | \$1,155.32 |
| >\$1.5m - \$1.75m | \$1,469.18 | \$1,482.66 | \$1,469.18 | \$1,496.14 | \$1,482.66 | \$1,482.66 | \$1,482.66 | \$1,347.87 |
| >\$1.75m - \$2m | \$1,679.07 | \$1,694.47 | \$1,679.07 | \$1,709.88 | \$1,694.47 | \$1,694.47 | \$1,694.47 | \$1,540.43 |
| >\$2m and above | On Application |

Are you buying a Property?

Prices are inclusive of GST and Stamp Duty

| Purchase Price | NSW | VIC | QLD | SA | WA | TAS | NT | ACT |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| \$0 - \$500k | \$450.70 | \$454.84 | \$450.70 | \$458.97 | \$431.85 | \$454.84 | \$454.84 | \$413.49 |
| >\$500k - \$750k | \$564.96 | \$570.14 | \$564.96 | \$575.32 | \$539.80 | \$570.14 | \$570.14 | \$518.31 |
| >\$750k - \$1m | \$755.37 | \$762.30 | \$755.37 | \$769.23 | \$719.74 | \$762.30 | \$762.30 | \$693.00 |
| >\$1m - \$1.25m | \$945.78 | \$954.46 | \$945.78 | \$963.14 | \$899.67 | \$954.46 | \$954.46 | \$867.69 |
| >\$1.25m - \$1.5m | \$1,114.57 | \$1,124.79 | \$1,114.57 | \$1,135.02 | \$1,059.04 | \$1,124.79 | \$1,124.79 | \$1,022.54 |
| >\$1.5m - \$1.75m | \$1,301.35 | \$1,313.29 | \$1,301.35 | \$1,325.23 | \$1,235.55 | \$1,313.29 | \$1,313.29 | \$1,193.90 |
| >\$1.75m - \$2m | \$1,488.14 | \$1,501.80 | \$1,488.14 | \$1,515.45 | \$1,412.06 | \$1,501.80 | \$1,501.80 | \$1,365.27 |
| >\$2m and above | On Application |

If your Conveyancing Practitioner assists you with ordering your Policy, they may receive a Report on Title fee from First Title. We offer this payment as acknowledgement of the time and expertise it takes your Conveyancing Practitioner to complete the due diligence process we require to purchase a First Title Policy.

Coverage Limitation

The Policy Amount is based upon the value of the Property at the time you take out a Policy with us. The Policy Amount will increase with the fair market value of the Property up to a maximum of 200% of the initial Policy Amount. If you make a claim under the Policy, the Policy Amount will decrease by the value of payments we make to you. However, legal fees and expenses we incur defending the Title to the Property will not reduce the Policy Amount.

Payments made under the Policy will be limited to your actual loss.

First Title will pay the lesser of your actual loss and the Policy Amount subject to cover limitations noted in your Policy.

Claims

You must give us notice in writing of the claim promptly after you suffer a loss, or once you know about a matter that might result in a claim.

Claims you make against First Title are subject to the terms of your Policy.

What should you do if a potential claim arises?

| | |
|---------------|--|
| STEP 1 | Take care of your safety. If there is an emergency call 000. |
| STEP 2 | Try to prevent further loss. If a step you take affects our ability to settle the claim or recover the full amount of the loss suffered, our liability to you might be limited. To ensure this does not occur, we ask that you take care to prevent further loss. |
| STEP 3 | Contact us as soon as possible. You must provide us with prompt notice of the claim. We have the right to limit our liability if you fail to notify us promptly of a claim and the delay results in additional loss. |
| STEP 4 | Gather written documentation to support the claim. All potential claims need to be documented. We can provide you with guidance on what documents are required for the potential claim as each claim is unique. |
| STEP 5 | Provide us with your loss statement. You must provide us with your loss statement within 90 days of the loss occurring. |

Lodging a potential claim



How you can submit a potential claim

1. You can submit a potential claim to us by sending the notice to:

Claims Department

First American Title Insurance Company of Australia Pty Limited

PO Box 132 Chatswood NSW 2057 Australia

2. You can contact our Customer Service Team by phone at 1300 362 178. The Customer Service Team will walk you through the steps required to lodge a potential claim.
3. You can complete the online claim form at www.firsttitle.com.au/lodge-claim-form and we will be in touch with you to discuss the potential claim.

Is a payment required when you lodge a potential claim?

There is no additional premium, excess, deductible or other money payable when you lodge a claim.

Information to include in your potential claim submission

Basic document requirements:

1. Completed claim form with a statement detailing your claim;
2. Your Policy;
3. The amount of your actual loss and the method by which you calculated your actual loss (including proof of your actual loss);
and
4. Documents to support the potential claim.

Suggested documents to lodge with your potential claim

NOTE → This is for general guidance only. We may request additional information to allow us to investigate your potential claim. If you have additional questions about the claims process or the documents required to lodge a claim, feel free to contact our Claims Team or Customer Service Team.

To investigate all potential claims, we require a copy of the purchase documents for your Property. We may request these documents from your Conveyancing Practitioner.

| Claim Type | Suggested Documents |
|--|---|
| <p>1. Error made by Local Authority in reporting certain charges due in relation to the Property</p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Local Authority.</p> | <ul style="list-style-type: none">✓ Statement of outstanding rates, charges, Land tax payable for the Property.✓ Statement of adjustments completed by the Conveyancing Practitioner.✓ Relevant Certificate issued by the Local Authority and used by your Conveyancing Practitioner in determining liability between you and the seller of the Property. |

| Claim Type | Suggested Documents |
|--|---|
| <p>2. Error made by Conveyancing Practitioner in reporting certain charges due in relation to the Property</p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Conveyancing Practitioner.</p> | <ul style="list-style-type: none"> ✓ Statement of outstanding rates, charges, Land tax payable for the Property. ✓ Statement of adjustments completed by the Conveyancing Practitioner. ✓ Relevant Certificate issued by the Local Authority and used by your Conveyancing Practitioner in determining liability between you and the seller of the Property. |
| <p>3. Compulsory Land acquisition by the government</p> <p>Before you purchased the Property and without your knowledge, the government has the right to acquire all or part of the Property under relevant Laws.</p> | <ul style="list-style-type: none"> ✓ Written documentation evidencing the Land acquired (or being acquired) by the government. |
| <p>4. Incorrect Public Record for heritage listing, Easement, drainage or sewerage connection for the Property</p> <p>After you purchase the Property, you discover there is an existing error in the Public Record for these items.</p> | <p>Heritage</p> <ul style="list-style-type: none"> ✓ Heritage register and related heritage review by Local Authority. <p>Easement</p> <ul style="list-style-type: none"> ✓ Written documentation concerning Easement. <p>Drainage</p> <ul style="list-style-type: none"> ✓ Drainage records from the local government authority detailing the drainage access point allocated to the Property. <p>Sewerage</p> <ul style="list-style-type: none"> ✓ Sewerage diagram for the Property or other documentation from the Local Authority. |
| <p>5. Boundary error or encroachment</p> <ul style="list-style-type: none"> • Someone else builds a Structure which encroaches on to the Property without your knowledge or consent; or • A Structure you acquire encroaches onto a neighbouring property; or • The existing boundaries of the Property are incorrectly recorded with the Local Authority. | <ul style="list-style-type: none"> ✓ Boundary survey report prepared by a Registered Surveyor. ✓ Where relevant, land titles office records. |

| Claim Type | Suggested Documents |
|---|---|
| <p>6. Unapproved building works</p> <p>After you purchase your Property, you discover an existing Structure was built (by someone else) without a permit and you are ordered under the Laws to demolish the Structure or fix the defect(s) in the Structure.</p> | <ul style="list-style-type: none"> ✓ Building Order issued by the Local Authority. ✓ Building Inspection Report obtained prior to taking out the Policy (if obtained). ✓ Photos of the unapproved Structure(s). ✓ Any reports obtained for the Structure, such as a building certifier report or engineering report or other relevant report (if obtained). ✓ Quotes to rectify the unapproved Structure(s) (if obtained). |
| <p>7. The registered owner of the Property does not match your Policy</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Written documentation detailing the Title defect. |
| <p>8. Someone else has an interest or rights to the Property</p> <p>Someone else has a mortgage, court order, Easement, lease, contract, option, right of possession or access rights to the Property.</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Evidence of the 3rd party interest. |
| <p>9. Someone else has an interest in the Property and you cannot become the registered owner</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Evidence of 3rd party interest. |
| <p>10. Marketability</p> <p>A Title defect allows another person to refuse to perform a contract to purchase, lease the Property or make a loan secured by a mortgage over the Property.</p> | <ul style="list-style-type: none"> ✓ Written documentation detailing the Title defect. ✓ Report detailing the value of the Property with and without the defect. |

| Claim Type | Suggested Documents |
|---|--|
| <p>11. Fraud or forgery</p> <p>Someone else obtains an interest in the Property by:</p> <ul style="list-style-type: none"> • impersonation; • duress; • incapacity; • incompetency; or • fraud. | <ul style="list-style-type: none"> ✓ Written documentation detailing the fraud. ✓ Copy of any police records documenting the fraud or forgery. |
| <p>12. A document is not properly signed</p> <p>A document not properly signed affects your interest or rights to the Property.</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Written documentation detailing the document not properly signed. |
| <p>13. Defective registration of a document</p> <p>Defect registration of a document affects your interest or rights to the Property.</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Written documentation detailing the defective registration. |
| <p>14. Getting to and from your Property</p> <p>You do not have a legal right of access to and from the Property either on foot or by vehicle</p> | <ul style="list-style-type: none"> ✓ Plan created by a registered surveyor for the Property. ✓ Any written documentation supporting lack of legal access to the Property |
| <p>15. Right to water supply or drainage</p> <p>You discover the Property does not have a legal right of water supply, or drainage from the Property.</p> | <p>Drainage</p> <ul style="list-style-type: none"> ✓ Drainage records from the Local Authority detailing the drainage access point allocated to the Property. <p>Water</p> <ul style="list-style-type: none"> ✓ Evidence the Property does not have a legal right of water supply and confirmation of this from the Local Authority. |

| Claim Type | Suggested Documents |
|--|--|
| <p>16. Restrictive Covenants, Restrictions or Easements</p> <p>There is an existing agreement or Restriction that does not appear in the Public Records for the use of the Land (in the above categories) that limits the use of the Property.</p> | <ul style="list-style-type: none"> ✓ Evidence of the existing agreement. ✓ Evidence of the use limitation and / or breach of Land use agreement for the Property. |
| <p>17. Use of the Property as your home</p> <p>A zoning violation or use restriction prohibits you from using to the Property as your home.</p> <p>For ACT properties only, there is a Crown Lease violation preventing you from using the Property as your home.</p> | <ul style="list-style-type: none"> ✓ Record from the Local Authority detailing the use allowance for the Property. ✓ Written notification from the Local Authority the use of the Property is illegal. |
| <p>18. Violation of a Subdivision Law</p> <p>A Law violation occurred on the creation of the Property as its own parcel of Land.</p> | <ul style="list-style-type: none"> ✓ Record of Law that applies to the Subdivision. ✓ Written evidence of violation of a Subdivision Law. |
| <p>19. Other defect impacts the Title to the Property</p> | <p>Please contact us to discuss a potential claim under this coverage feature.</p> |
| <p>20. Someone else claims an interest in your Property due to forgery, fraud or due to a mistake by the government</p> | <ul style="list-style-type: none"> ✓ Written evidence of forgery, fraud and or mistake by the government. |
| <p>21. Someone else lodges a right or interest on the Title to the Property, which prevents you from becoming the registered owner.</p> | <ul style="list-style-type: none"> ✓ A copy of the Title record for the Property. ✓ Evidence of 3rd party interest. |
| <p>22. Someone else, after the Policy Date, builds a Structure, which Encroaches onto your Property.</p> | <ul style="list-style-type: none"> ✓ Boundary survey report prepared by a Registered Surveyor. ✓ Evidence that the Structure was built onto the Property without your knowledge or consent. |

| Claim Type | Suggested Documents |
|--|--|
| <p>23. Someone else has a right to:</p> <ul style="list-style-type: none"> a. maintain or create sewerage, gas, telecommunications or electricity installations; or b. extract or develop minerals. <p>The rights above prevent you from using the Property as a residence, a person under their rights forces you to remove a Structure from the Property or the rights above entitle a person to refuse to complete a contract to purchase the Property or to make a loan secured by the Property.</p> | <ul style="list-style-type: none"> ✓ Written evidence of the 3rd party's rights. ✓ Written evidence that you are not able to use the Property as a residence <u>OR</u> ✓ Evidence that you are forced to remove a Structure from the Property. |

What happens if we accept your claim?

We will write to you with the outcome of your potential claim and advise you on the next steps. We must approve claim solutions and costs before you take action to resolve the claim.

Your loss statement

You are required to provide us with a written statement to prove your claim of loss. Your written statement might include quotes from contractors, an appraisal by professional valuer or invoices, etc. Please contact us if you are uncertain of what to provide to support your claim of loss. We will assist you through this process.

Engaging contractors and other professionals

We may require contractors and other professionals, such as a lawyer, to assist with providing a solution to your claim.

We may engage a lawyer to assist with your claim, but we do not select or engage contractors. First Title does not take responsibility for works undertaken by contractors.

You are responsible for selecting and engaging your preferred contractor subject to pre-approval of costs by us. You are also responsible for verifying a contractor is qualified to undertake the work required.

Settling claims and payments

If we accept your claim and your loss statement, we have options on how we can settle your claim.

| Settlement Option | Example |
|---|--|
| 1. Pay the claim against your Title | You discover there are outstanding water rates owed for your Property that should have been paid by the previous owner. We might choose to pay the previous owner's portion of the water rates to ensure a lien is not placed on your Property Title. |
| 2. Negotiate a settlement | You discover a garage owned by your neighbour encroaches on to your Property. We might choose to negotiate a settlement with your neighbour for the removal of the garage. |
| 3. Prosecute or defend a court case related to the claim | Someone else claims to have an interest in the Title to your Property. We might choose to initiate or defend legal proceedings to defend your Title to your Property. |
| 4. Pay you the amount required by the Policy | You discover that your Property is zoned commercial and the Local Authority says you cannot live in your Property. We may determine that your actual loss is the Policy Amount and we may pay you the Policy Amount listed in your Policy Schedule. |
| 5. Take other action that will protect you | After acquiring your Property and before the Policy Date, you discover adverse circumstances related to a heritage listing applied to your Property by the Local Authority. We might choose to engage a local lawyer to assist with disputing the heritage listing with the Local Authority. |

If we pay you the maximum amount under a coverage feature, then we will no longer be liable to pay you under that coverage feature.

If we have paid you the Policy Amount in your Policy Schedule together with costs, legal fees and expenses incurred up to that time which we are obliged to pay, the Policy will be cancelled.

We can end the duty to defend your Title by exercising any of our settlement options.

Claims – Information About Our Obligations to You

- We will defend you, subject to the Conditions in the Policy Wording, against a challenge to your Title, which is based on a Covered Risk. We will pay the costs, legal fees, and expenses we incur in that defence.
- When we defend the Property Title, we will select the Lawyer.
- We will strive to ensure that your enquiries or complaints are resolved fairly and promptly.

Claims – Information About Your Obligations to Us

- You must notify us within 90 days of a potential claim against your Policy.
- You must give us a written statement to prove your claim of loss.
- You must answer our questions truthfully.
- You must show us the documents that we request.
- You must cooperate with us and assist us with finalising your claim.
- You must transfer any right to recover money paid under the Policy to us.
- You must not settle a claim made against you and claimable under your Policy without our permission.

Recoveries

When we settle your claim, we may decide to take action to recover money paid under your Policy. However, we are under no obligation to do so.

If we ask, you must transfer to us any right you have to recover money paid under the Policy. This includes the right to use your name in the recovery action.

You must cooperate and give us the information we require for the recovery action. You must not take action, which prejudices our right to recover. We can reduce our payment to you under the Policy if something you do impacts our ability to recover money paid to you under the Policy.

If You Sell Your Property

Your Policy will continue to protect you after you sell your Property. However, you cannot transfer the Policy to anyone else.

Dispute Resolution

We have an internal and external dispute resolution process that is available to you.

If you have an enquiry about the insurance under this Policy or the handling of a claim, you should first contact the Manager, Claims Department or our Complaints Officer at the claims lodgment address, or by emailing or calling our Customer Service Team. Any dispute concerning the interpretation of the insurance Policy will be dealt with in accordance with the Laws of New South Wales.

First Title is a member of the Australian Financial Complaints Authority (AFCA), a dispute resolution service for consumers. You can approach AFCA to assist with resolving an insurance dispute.

You can lodge a complaint with AFCA in the following ways:

| | |
|------------------|---|
| Online | https://www.afca.org.au/make-a-complaint/complain/ |
| Email | info@afca.org.au |
| Mail | Australian Financial Complaints Authority Limited GPO Box 3 Melbourne, VIC 3001 |
| Telephone | 1800 931 678 |

For more information about the process of lodging a complaint with AFCA, please contact AFCA directly.

Apply for First Title Insurance

You can apply for First Title insurance here: www.firsttitle.com.au/RequestCover.

If you need assistance with ordering First Title insurance, please contact our Customer Service Team at 1300 362 178 or info@firstTitle.com.au.

How Can I Cancel My Policy?

You can request to cancel your Policy by contacting our Customer Service Team within 14 days of the date on which we give you written confirmation of your purchase of the Policy. You cannot cancel your Policy if 14 or more days have lapsed since the Policy Date, or if you have made a claim under the Policy. On cancelling your Policy, we will refund to you the premium paid for the Policy less a fee of \$50 for our administrative costs.

Obligations Placed on Us as a Result of Trade Sanctions

If we determine that you or any insured, additional insured, loss payee or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant trade sanction, we may be required to comply with the particular trade sanction. This may include blocking or freezing property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

Privacy Statement

We are committed to protecting the privacy of the personal information. That commitment is reflected in our compliance with the Australian Privacy Principles.

First Title collects personal information about you for the following purposes:

- to assess the request for insurance and to administer the Policy;
- to underwrite and price any Policy issued by us;
- to investigate, assess and pay any claim made by or against you;
- for the subsequent administration or variation of the Title insurance Policy;
- for reporting and enforcement activities in circumstances where we are required to report on claims to other parties or organisations which are part of the First Title Group;
- for claim recovery action in circumstances where First Title is entitled to recover its loss as a result of making payment on a claim;
- for a Title insurance purpose relating to you;
- to comply with legislative and regulatory requirements under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time;
- in order to send you direct marketing communications. If you do not want us to use or disclose the personal information for direct marketing, please contact the Privacy Officer using the details set out below.
- In order to do the things set out above, we may collect personal information about you from the following entities, bodies or persons:
 - the representatives (such as the legal adviser/conveyancer or the broker) who are acting for you in a purchase or refinance and have been instructed by you to obtain a Title insurance Policy for the benefit.
 - government agencies such as a state or territory Land Titles office when we do a search of the Land Title over the Property in order to issue a Title insurance Policy.
 - the information we collect may also come to us through our website at www.firstTitle.com.au and/or through the use of our eTitle portal.

Unless we are required to or authorised by Law to disclose the personal information to other entities, bodies or persons, we usually disclose personal information to:

- our own staff and contracted staff;
- claims adjusters, Lawyers and others appointed by us or on behalf of us for claims-handling purposes;
- our related entities;
- our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia); and
- any distributors of the Policy or authorised representatives appointed by us.

By providing us with the personal information, you agree to us using and disclosing it as outlined in this statement.

If you do not provide all or some of the personal information requested, the application for insurance may not be accepted, or we may not be able to do the things set out above, or we may not be able to administer the Policy, or you may breach the Duty of Disclosure, the consequences of which are set out in paragraph 1.4 above.

We have a Privacy Policy, which contains information about how you may access the personal information about you that we hold and seek the correction of such information.

Our Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

For further details of First Title's Privacy Policy, or to request access to or correct the personal information, please email privacy@firstTitle.com.au or call our Privacy Officer on (02) 8235 4433.

First Title is likely to disclose personal information about you to a related body corporate who is likely to be located in the United States of America, Canada and India.

You can view our Privacy Policy online here: www.firsttitle.com.au/contents/privacy-policy

1. INTRODUCTION

V.08.20

1.1 ABOUT HOME OWNERS GOLD

Home Owners GOLD is a comprehensive title insurance policy that insures an owner of residential property against a range of risks that may affect use and ownership of the property being acquired. Please read the Coverage Statement (paragraph 3) very carefully. The policy also obliges First Title to provide and pay for a legal defence for the insured property owner against insured risks in the event of a claim.

Home Owners GOLD enables the administration connected with buying or selling land to be reduced while the protection that the new owner receives against property ownership risks is greatly improved. The policy also insures the insured owner's heirs, or any beneficiaries of a trust that the insured owner might create. The Home Owners GOLD Policy is not an annual policy and coverage protects the insured forever.

First Title typically requires your Conveyancing Practitioner to order the policy on your behalf. The Conveyancing Practitioner is required to prepare a "Report on Title" for which the Conveyancing Practitioner may be paid a fee. First Title will also waive rights of subrogation against, and provide an indemnity to, your Conveyancing Practitioner in certain circumstances. Where they receive those benefits, the Conveyancing Practitioner is required to disclose this to you.

1.2 WHO ISSUES HOME OWNERS GOLD?

First American Title Insurance Company of Australia Pty Limited (trading as "First Title") is the insurance company that issues the Home Owners GOLD policy. We refer to the insurer as First Title in this document. First Title is authorised by the Australian Prudential Regulation Authority to carry on insurance business in Australia, and holds an Australian Financial Services (AFS) Licence, number 263876, issued by the Australian Securities and Investments Commission. The AFS Licence authorises First Title to provide general insurance product advice and to deal in general insurance products to retail and wholesale clients. First Title is part of a worldwide insurance group owned by First American Financial Corporation.

For information about First Title or the First American Financial Corporation:

Phone: 1300 362 178
Email: info@firsttitle.com.au
Website: www.firsttitle.com.au

1.3 POLICY CONDITIONS AND EXCLUSIONS FROM COVER

It is important that you read this policy document carefully. It contains various exclusions from cover and conditions. The insurance provided by Home Owners GOLD may be affected if these conditions are not complied with.

1.4 YOUR DUTY OF DISCLOSURE

Before a person enters into a contract of general insurance with an insurer, they have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter that they know, or a reasonable person in the circumstances could be expected to know, which is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

A person has the same duty to disclose those matters to the insurer before they renew, extend, vary or reinstate a contract of general insurance. That duty, however, does not require disclosure: of a matter that diminishes the risk to be undertaken by the insurer; that is of common knowledge; that the insurer knows or, in the ordinary course of business, ought to know; or where the insurer waives compliance with that duty.

With your Home Owners GOLD policy, you must disclose any matter that you become aware of prior to the Policy Date that may impact on coverage. If you become aware of something and you are not sure whether to disclose it to us, simply contact us on the telephone number in paragraph 1.2 above and we can discuss this with you.

If you fail to comply with your duty of disclosure in respect of this policy, First Title may be entitled to reduce its liability under Home Owners GOLD in respect of a claim, or may cancel the contract of general insurance. If your non-disclosure is fraudulent, First Title may also have the option of avoiding the Home Owners GOLD from its beginning.

1.5 PRIVACY STATEMENT

We are committed to protecting the privacy of your personal

information. That commitment is reflected in our compliance with the Australian Privacy Principles.

First Title collects personal information about you for the following purposes:

- to assess your request for insurance and to administer your policy;
- to underwrite and price any policy issued by us;
- to investigate, assess and pay any claim made by or against you;
- for the subsequent administration or variation of the title insurance policy;
- for reporting and enforcement activities in circumstances where we are required to report on claims to other parties or organisations which are part of the First Title Group;
- for claim recovery action in circumstances where First Title is entitled to recover its loss as a result of making payment on a claim;
- for a title insurance purpose relating to you;
- to comply with legislative and regulatory requirements under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time;
- in order to send you direct marketing communications. If you do not want us to use or disclose your personal information for direct marketing, please contact the Privacy Officer using the details set out below.

In order to do the things set out above, we may collect personal information about you from the following entities, bodies or persons:

- your representatives (such as your legal adviser/conveyancer or your broker) who are acting for you in a purchase or refinance and have been instructed by you to obtain a title insurance policy for your benefit.
 - Government agencies such as a state or territory land titles office when we do a search of the land title over your property in order to issue a title insurance policy.
 - The information we collect may also come to us through our website at www.firsttitle.com.au and/or through the use of our eTitle portal.
- Unless we are required to or authorised by law to disclose your personal information to other entities, bodies or persons, we usually disclose personal information to:
- our own staff and contracted staff;
 - claims adjusters, lawyers and others appointed by us or on behalf of us for claims-handling purposes;
 - our related entities;
 - our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia); and
 - any distributors of the policy or authorised representatives appointed by us.

By providing us with your personal information, you agree to us using and disclosing it as outlined in this statement.

If you do not provide all or some of the personal information requested, your application for insurance may not be accepted, or we may not be able to do the things set out above, or we may not be able to administer your policy, or you may breach your Duty of Disclosure, the consequences of which are set out in paragraph 1.4 above.

We have a Privacy Policy which contains information about how you may access the personal information about you that we hold and seek the correction of such information.

Our Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

For further details of First Title's Privacy Policy, or to request access to or correct your personal information, please email privacy@firsttitle.com.au or call our Privacy Officer on (02) 8235 4433.

First Title is likely to disclose personal information about you to a related body corporate who is likely to be located in the United States of America and India.

1.6 DISPUTE RESOLUTION

First Title is a member of the Australian Financial Complaints Authority, a dispute resolution service for consumers. The policy conditions include a process for resolving any dispute that you

may have.
This is detailed in paragraph 6.9 of the Conditions.

2. DEFINITIONS

In this policy, the following terms have the following meanings:

- 2.1 "Certificates" means, in relation to the Land:
- 2.1.1 a certificate from the State Revenue Office in respect of any land tax (and rates and other charges if appropriate) due and payable pursuant to relevant legislation;
- 2.1.2 a certificate from the relevant city, municipal or shire council in respect of any outstanding rates, charges and money due and payable pursuant to relevant legislation;
- 2.1.3 a certificate from the relevant water supplier in respect of any outstanding water and sewerage rates, charges and money due and payable;
- 2.1.4 a certificate in respect of any outstanding money due and payable to an Owners Corporation, Body Corporate or Strata Management Company (as applicable).
- 2.2 "Company, we, us, First Title" means First American Title Insurance Company of Australia Pty Limited ACN 075 279 908.
- 2.3 "Conditions" means the terms and conditions on which this policy is issued, which are described in the section called Conditions.
- 2.4 "Covenant" means a legal promise or obligation to do something.
- 2.5 "Covered Risks" means the risks, matters and circumstances that this policy protects you against. These are described in the section called Covered Risks.
- 2.6 "Easement" means the right of someone else to use your Land for a special purpose, including having a right of way.
- 2.7 "Exclusions" means the matters which limit the protection that this policy provides and the circumstances in which a claim made by you could be denied by us. These are described in the section called Exclusions.
- 2.8 "Illegal Building Work" means work carried out in respect of any structure on the Land and, where approval is required, it has not been approved by the relevant city, municipal or shire council or government body (where relevant) in the Jurisdiction.
- 2.9 "Insured" means the persons or entities named in Paragraph 1 of the Schedule.
- 2.10 "Conveyancing Practitioner" means the individual who is retained by the Insured and acts for the Insured in a conveyancing transaction in respect of the purchase of the Land and who is either a solicitor licensed to practice law or a licensed conveyancer entitled to practice in the Jurisdiction.
- 2.11 "Jurisdiction" is the state or territory in which the Land is situated.
- 2.12 "Land" means the land described in the Schedule and any structures on that land and, in the case of Australian Capital Territory, includes Crown Leasehold land.
- 2.13 "Mortgage" means a mortgage, charge or other document which is meant to secure repayment of a monetary debt.
- 2.14 "Laws" means, without limitation, all federal, state, territory or local authority laws (statutory or otherwise), orders, codes, regulations, ordinances and proclamations which have force and effect in the Jurisdiction.
- 2.15 "Policy Amount" means the amount shown in the Schedule which may be increased by inflation, as detailed in paragraph 6.2 of the Conditions.
- 2.16 "Policy Date" means the later of the date specified in the Schedule and the actual date of settlement of your purchase of the Land.
- 2.17 "Public Records" means records established or maintained at the Policy Date, under Laws and which impart constructive notice of matters relating to property (freehold or leasehold) in the Jurisdiction to those acquiring an interest in it for value.
- 2.18 "Restriction" or "Restrictive Covenant" means a legal promise not to do something.
- 2.19 "Schedule" means the policy schedule attached to and forming part of this policy. This policy is not complete without this Schedule.
- 2.20 "State Revenue Office" means the relevant government body responsible for, amongst other things, revenue administration, including land tax, in the Jurisdiction.

2.21 "Title" means the ownership of your interest in the Land, as shown in the Schedule.

2.22 "you, your" means the Insured named in paragraph 1 of the Schedule and those persons described in paragraph 6.1 of the Conditions.

3. COVERAGE STATEMENT

This policy insures your ownership interest in the Land described in the Schedule. Your insurance, as described in the Covered Risks section below, is effective on the Policy Date. Your insurance is limited by the Exclusions and additional matters that may be contained in paragraph 4 of the Schedule, the Conditions, which you should read very carefully; and your duty of disclosure, which is summarised in the Introduction to this Policy.

We insure you against actual loss resulting from the Covered Risks up to the Policy Amount, and any costs, legal fees and expenses we have to pay under this policy. We do not insure you in respect of destruction of or damage to a building on the Land.

This policy is not complete without the Schedule.

4. COVERED RISKS

PROPERTY INQUIRY RISKS OCCURRING BEFORE THE POLICY DATE

- 4.1 Any errors made by the relevant city, municipal or shire council, water supplier, the State Revenue Office or the Owners Corporation, Body Corporate or Strata Management Company (if applicable) in providing the Certificates in response to a search of the Public Records by the Insured or the Conveyancing Practitioner on or before the Policy Date to establish whether there are any outstanding rates, charges, land tax and other money due and payable in respect of the Land.
- 4.2 Any errors made by the Conveyancing Practitioner when reporting to the Insured the amount due for rates, water, land tax or other charges or sums due to the Owners Corporation, Body Corporate or Strata Management Company (if applicable) stated in the Certificates provided by the relevant city, municipal or shire council, water supplier, State Revenue Office or the Owners Corporation, Body Corporate or Strata Management Company (if applicable) as to any amounts due and payable in respect of the Land.
- 4.3 The Land is subject to any proposal to acquire a right or interest in, or part of the Land by compulsory acquisition under relevant Laws that would have been disclosed had appropriate enquiries of the Public Records been made, or were not disclosed due to errors contained in the results to those enquiries which were made, on or before the Policy Date.
- 4.4 The Land is subject to any other adverse circumstances affecting the Land in relation to heritage issues, Easements granted pursuant to Laws or drainage and/or sewerage issues that would have been disclosed had appropriate enquiries of the Public Records been made, or were not disclosed due to errors contained in the results to those enquiries which were made, on or before the Policy Date.
- 4.5 Any violation of Laws, encroachment or adverse circumstances affected the Land which would have been disclosed by an accurate survey reporting on the position of buildings erected on, and the boundaries of, the Land, if such a survey of the Land had been carried out by a registered surveyor on the Policy Date.
- 4.6 Any loss or damage to the Insured, other than relating to a boundary fence or wall, because under the provisions of the relevant Laws there is Illegal Building Work and:
- (a) the Insured is ordered to demolish, alter, add to or repair any building, or part thereof, on the Land; and/or
- (b) proceedings are commenced against the Insured for an order or injunction requiring any building, or part thereof, on the Land to be demolished, altered, added to or repaired
- and this would have been disclosed if an appropriate inquiry had been made on or before the Policy Date.
- ### GENERAL OWNERSHIP RISKS OCCURRING BEFORE THE POLICY DATE
- 4.7 The owner of the estate or interest in the Land is different to that described in paragraph 1 of the Schedule.
- 4.8 Someone else owns an interest in (including as a result of a

Court order arising from a matrimonial dispute), has a Mortgage, Easement, lease, contract, option, right of possession or access order over or has other rights to the Land.

4.9 Someone lodges a dealing preventing your interest in the Land from being registered.

4.10 Your Title is unmarketable, which allows another person to refuse to perform a contract to purchase, take a lease or make a loan secured by a Mortgage.

4.11 Forgery, fraud, duress, incompetency, incapacity or impersonation which results in a defect in the title to the Land.

4.12 A document is not properly signed.

4.13 Defective registration of any document.

4.14 You do not have any legal right of access either on foot or by vehicle to and from the Land.

4.15 You do not have any legal right of water supply or drainage to and from the Land.

4.16 There are Restrictive Covenants, Restrictions or Easements on your Title which have not been complied with or observed or which limit your use of the Land.

4.17 You cannot use the Land as your home because:

(a) use, for that purpose violates any Restriction, grant, exception or reservation referred to in Exclusion 5.6; or

(b) of existing zoning Laws; or

(c) in the case of Land located in the Australian Capital Territory, use for that purpose violates the provisions of the Crown Lease.

4.18 If the Land is sited on a subdivision, there is a breach of Laws relating to the subdivision under which the Land, as a separate parcel, was created.

4.19 Any other defect exists which affects the title to the Land.

GENERAL OWNERSHIP RISKS WHICH MAY OCCUR BEFORE OR AFTER THE POLICY DATE

4.20 Someone else claims to have an interest in or an encumbrance, charge or lien on the title to the Land because of:

(a) an act of forgery or fraud; or

(b) a mistake by a title registry or a governmental authority.

4.21 Someone lodges a dealing after the Policy Date which prevents your Title from being registered.

4.22 Someone else, after the Policy Date, builds a structure, other than a boundary wall or fence, which encroaches on to the Land.

4.23 Because another person uses the surface or sub-surface of your Land for the extraction or development of minerals, water or other substances owned by them, or the creation or maintenance of sewerage, gas, telecommunications or electricity installations for which they have a legal right:

(a) you are prevented from using the Land as a residence; or

(b) you are forced to rectify or remove all or part of existing buildings on the Land; or

(c) another person has the right and refuses to complete a contract to purchase, lease or make a mortgage loan.

COMPANY'S DUTY TO PROTECT YOU

We will defend you against any challenge to your Title which is based on a Covered Risk. We will pay the costs, legal fees, and expenses we incur in that defence.

We can end this duty to defend your Title by exercising any of our options listed in the Conditions.

5. EXCLUSIONS

In addition to any exclusions referred to in paragraph 4 of the Schedule, you are not insured against loss, costs, legal fees and expenses resulting from:

5.1 The existence or violation of any Laws or bylaws, or future action by the government concerning:

5.1.1 land use;

5.1.2 structures built on the Land;

5.1.3 environmental protection;

5.1.4 conservation; or

5.1.5 mining.

This exclusion does not apply to violations or the enforcement of those matters which appear in the Public Records at the Policy Date and does not limit the coverage described in paragraphs 4.3, 4.4, 4.6 and 4.17 of the Covered Risks.

5.2 The right to take the Land by compulsory acquisition unless:

5.2.1 a notice of the intention to exercise the right appears in the Public Records on the Policy Date; or

5.2.2 the compulsory acquisition happened prior to the Policy Date and is binding on you because you bought the Land without knowledge of it.

This exclusion does not limit the coverage described in paragraph 4.3.

5.3 Utility company Easements and their rights to carry out works affecting the Land – this does not limit the coverage described in paragraphs 4.3, 4.4 or 4.23 of the Covered Risks.

5.4 RISKS

5.4.1 that are created, allowed, or agreed to by you;

5.4.2 that are actually known to you, but not to us, on the Policy Date – unless they appeared in the Public Records;

5.4.3 that result in no loss to you;

5.4.4 that first affect your Title or Land after the Policy Date – this does not limit the coverage described in paragraphs 4.20 to 4.23 of the Covered Risks mentioned above.

5.5 LACK OF A RIGHT

5.5.1 to any land outside the area specifically described and referred to in the Schedule; or

5.5.2 in the streets, lanes or waterways that touch the Land. This exclusion does not limit the coverage provided by paragraphs 4.5, 4.14 and 4.15 of the Covered Risks.

5.6 MATTERS WHICH AFFECT YOUR TITLE

Any rights and interests reserved to the Crown, Easements, Covenants, Restrictions, Restrictive Covenants, Leases (including the Crown Lease) or Mortgages recorded on your Title on the Policy Date. This Exclusion does not limit the coverage provided by Covered Risks 4.6, 4.8, 4.9, 4.13, 4.16, 4.17, 4.18 and 4.23, except that coverage for Restrictive Covenants is excluded for Land situated in Queensland.

5.7 WORKMANSHIP, INFESTATION AND DILAPIDATION

Structures which have not been built in accordance with applicable building codes and standards or the infestation or dilapidation of those structures.

5.8 EXCLUDED TITLE CLAIMS

(a) Native title;

(b) Company title;

(c) Moiety title (in South Australia); or

(d) Purple title (in Western Australia)

claims in relation to the Land.

5.9 PROPERTY USED FOR BUSINESS PURPOSES

Any business or commercial activity, other than an inability to lease all or any part of the structures on the Land for residential purposes, only as a result of the Covered Risks.

5.10 ADDITIONAL EXCLUSIONS

There may be additional Exclusions contained in paragraph 4 of the Schedule.

5.11 LAND IN EXCESS OF 50 ACRES

Covered Risk 4.5 does not apply to Land in excess of 50 acres.

5.12 DISCLOSED RISKS

Any claims, loss or damage by reason of any adverse matters disclosed in any written report/documentation obtained by you or in your possession prior to the Policy Date including without limitation any agreement of purchase and sale/contract of sale/purchase contract, valuation report, building inspection report or survey report.

6. CONDITIONS

6.1 CONTINUATION OF COVERAGE

This policy protects you forever, even after you no longer own your Title. You cannot assign this policy to anyone else. This policy also protects:

6.1.1 your spouse or legal partner who receives your Title for

nominal consideration;

6.1.2 the trustee or successor trustee of a trust to whom you transfer your Title, in which you are the settlor;

6.1.3 any beneficiary of a trust of which you are a trustee, to whom you transfer the title to the Land; or

6.1.4 anyone who receives your Title because of your death.

We keep any rights and defences which we would have had against you against these other people. This policy does not protect anyone purchasing the Land from you.

6.2 INFLATION COVERAGE

The Policy Amount that is insured by this policy will increase based on an increase in the fair market value of the Land up to a maximum of 200% of the Policy Amount.

6.3 HOW TO MAKE A CLAIM

6.3.1 You must give the Company prompt notice of your claim: If you have a claim under this policy, you must notify us promptly in writing.

Send the notice to:

Claims Department

First American Title Insurance Company of Australia Pty Limited
PO BOX 132
Chatswood NSW 2057
Australia

Please include the policy number and the full postal address of the Land.

Our obligation to you will be reduced if:

- (a) you fail to give us prompt notice; and
- (b) your failure affects our ability to dispose of a claim or to defend you against the challenge to your Title.

6.3.2 Proof of your loss must be given to the Company:

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must contain the following facts:

- (a) the Covered Risk which resulted in your loss;
- (b) the monetary amount of your loss;
- (c) the method you used to compute the amount of your loss.

You may want to provide us with an appraisal of your loss by a professional valuer as part of your statement of loss.

We may require you to show us your records, cheques, letters, contracts and other papers which relate to your claim of loss. We may make copies of these papers and retrieve any that are stored electronically. We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- (a) provide a statement of loss;
- (b) answer our questions truthfully; or
- (c) show us the papers we request; and

Your failure or refusal will affect our ability to dispose of or to defend you against the challenge to your Title.

6.4 OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM:

After we receive your claim notice or in any other way learn of a matter for which we may be liable, we can do one or more of the following:

- 6.4.1** pay the claim against your Title;
- 6.4.2** negotiate a settlement;
- 6.4.3** prosecute or defend a court case related to the claim;
- 6.4.4** pay you the amount required by this policy;
- 6.4.5** take other action which will protect you;
- 6.4.6** cancel the coverage described in paragraph 4.1–4.4 (inclusive) and 4.6 of the Covered Risks by paying the amount of insurance specified in those paragraphs (as may be applicable) as the limit for that Covered Risk and only those costs, legal fees and expenses incurred up to that time which we are obliged to pay;

6.4.7 or cancel this policy by paying the Policy Amount, then in force, and only those costs, legal fees and expenses incurred up to that time which we are obliged to pay.

If you have a mortgage registered against your Title on the date that you make a claim; the consent of your mortgagee may be required before your claim can be settled.

6.5 HANDLING A CLAIM OR COURT CASE

6.5.1 you must co-operate with us in handling any claim and give us all relevant information;

6.5.2 we are required to repay you only for those settlement costs, legal fees and expenses that we approve in advance;

6.5.3 when we defend your Title, we have the right to choose the lawyer

6.5.4 and we can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6.6 LIMITATION OF THE COMPANY'S LIABILITY

We will pay the least of:

6.6.1 your actual loss;

6.6.2 the Policy Amount in force when the claim is made;

6.6.3 \$1,500,000 if the claim is based on the coverage given in paragraphs 4.1–4.4 (inclusive); or

6.6.4 \$160,000 if the claim is based on the coverage given in paragraph 4.6 of the Covered Risks.

If we remove the claim against your Title within a reasonable time after receiving notice of it, we will have no further liability for it.

If you cannot use any part of your Land as your principal residence because of a claim against your Title, you may rent a reasonably equivalent substitute property and we will repay you for your actual rent until:

(a) the cause of the claim is removed;

(b) we settle your claim; or

(c) in the event that your claim is based on paragraphs 4.1–4.4 (inclusive) or 4.6 of the Covered Risks, we will be deemed to have settled your claim by paying the lesser of the Policy Amount then in force or the maximum amount specified in paragraphs 4.1–4.4 (inclusive) or 4.6 and we will also have satisfied our obligation to pay your rent under these paragraphs.

The Policy Amount will be reduced by all payments under this policy – except for costs, legal fees and expenses. All payments made under this policy for claims based on paragraphs 4.1–4.4 (inclusive) or 4.6 of the Covered Risks will also reduce the maximum amount specified in paragraphs 4.1–4.4 (inclusive) or 4.6. The Policy Amount will also be reduced by any amount we pay to the holder of any Mortgage shown in this policy insured by us or a later Mortgage given by you.

If you do anything to affect any right of recovery you or we may have, we can subtract from our liability the amount by which you reduced the value of that right.

6.7 TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

6.8 OUR LIABILITY IS LIMITED TO THIS POLICY

This policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this policy and is subject to its terms.

6.9 DISPUTES AND CLAIMS HANDLING

6.9.1 If you have an enquiry about your insurance under this policy or the handling of a claim, you should first contact the Manager, Claims Department at the address shown in paragraph 6.3. Alternatively, if you have a complaint, you should write to or contact our Chief Operations Officer at the same address. We will strive to ensure that

your enquiries or complaints are resolved fairly and promptly.

6.9.2 Any dispute concerning the interpretation of this policy will be dealt with in accordance with the laws of New South Wales.

6.9.3 The Company is a member of the Australian Financial Complaints Authority, a dispute resolution service for consumers that you can approach for the resolution of a dispute with the Company.

TRADE SANCTION ADVISORY REGARDING THE ENFORCEMENT OF ECONOMIC EMBARGOES AND TRADE SANCTIONS

This Trade Sanction Advisory is part of the First American Title Insurance Company of Australia Pty Limited (First Title) compliance with First American Financial Corporation's compliance with the Federal Reserve Board's request from the Office of Foreign Assets Control (OFAC). OFAC administers and controls economic and trade sanctions against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destructions and other threats to the national security, foreign policy and economy of the United States. Similar economic and trade sanctions are applied by the United Nations Security Council which operate in Australia.

Your rights as a policyholder and payments to you, the insured or claimant, for loss under the policy may be affected by the administration and enforcement of economic embargoes or trade sanctions applicable to you, your company or the country you are domicile in. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to withholding payment of a claim.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer or parent company and ultimate controlling entity of the policy holder, trade sanctions of other countries (including the United States) may be

applicable.

Existing trade sanctions can be amended and new trade sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant trade sanction, we may be required to comply with the particular trade sanction. This may include blocking or freezing property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the trade sanction:

1. we may be required to immediately cancel your coverage effective from the date we determine that we have transacted with an individual or entity (associated with your policy), who/ which is on a prohibited listed or connected to a sanctioned country as described in the relevant trade sanction.
2. if we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant trade sanction.
3. we may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant trade sanction. Furthermore, we may not defend or provide any other benefit under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant trade sanction.