



RUBIX
UNDERWRITING

Target Market Determination

Rubix Underwriting Strata Insurance

Residential and Mixed Use Strata Target Market Determination (TMD)

Product TMD applies to	RUBIX Underwriting Residential and Mixed Use Strata Insurance PDS RUBRMUS 0.1 09-2024 dated September 2024 (incorporating any applicable Supplementary Product Disclosure Statement) (PDS) in relation to cover provided to retail clients.
TMD made by the Issuer/Insurer	The PDS and this TMD is issued by Certain Underwriters at Lloyd's as set out in the PDS (the insurer/issuer/we, us, our) through our underwriting agent RUBIX Underwriting Pty Ltd ABN 72 651 788 993 which is an Authorised Representative (AR No419873) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584.
TMD date	September 2024
Important information about this TMD	<p>The Corporations Act requires us to make this TMD and include certain information in it. Any terms used in this TMD that are defined in the Corporations Act have the same meaning as in that Act.</p> <p>This TMD is not intended to be a consumer facing disclosure document and does not form part of the terms of the product.</p> <p>Any information or examples given in the TMD must not be read as a complete list of eligibility or the standard terms and conditions and limitations that apply to the product.</p> <p>A retail client must refer to the PDS and other policy documents to understand the terms and conditions of the product that will apply, and any retail client must refer to the PDS before deciding. The PDS is available at www.rubixuw.com.au. Any terms used in this TMD have the same meaning as defined in the PDS.</p> <p>This TMD does not consider any customers individual needs, objectives or financial situation and does not provide financial product advice or recommendation on the cover.</p>

Who is our target market for the product?



Some of the key characteristics of a customer in the target market for this product are they must:

- be a Body Corporate/Owners Corporation (or similar entity such as community or neighbourhood associations), who represent the collective owners of a residential or mixed tenancy of residential and commercial Strata Title, Community Title or similar buildings/properties, that require cover for the types of risks insured by this Product;
- want cover for residential or mixed tenancy of residential and commercial Strata Title, Community Title or similar buildings/properties which are located within Australia and are otherwise acceptable to us (e.g. types of construction and building condition);
- if they want cover for a building with flammable cladding, want Extra Cost of Replacement cover on the basis specified in clause 8.2;
- be able to bear any Special Excess(es) Applicable to Section 1 Property: Physical Loss, Destruction or Damage, Section 2 Public Liability, and Section 4 Office Bearers' Liability proposed by us (e.g. in relation to flammable cladding or defects);
- want a building sum insured up to the maximum amount we are prepared to cover;
- not want cover for loss or damage caused by or arising directly or indirectly from flood (as excluded in Section 1 Property: Physical Loss, Destruction or Damage and 7 Equipment Breakdown);
- not want cover for damage to lot owners' contents;
- have a claims profile acceptable to us; and
- be represented by an insurance broker.

However, a customer is only in our target market for this product where they meet the eligibility criteria for the issue (including new business, renewals and variation as applicable) of the product that has been approved by us in writing (**Approved Eligibility Process**). We advise as part of the Approved Eligibility Process if a customer is eligible or not.

As part of the eligibility criteria, a customer must:

- want cover for the type of customer(s), property; usage; and loss, damage and/or liability, (as applicable) we can agree to provide cover for under our underwriting rules, subject to the excess(es), terms, conditions, limits, exclusions that apply; and
- be able to confirm they can afford:
 - the premiums and be able to make payments using the payment options available;
 - to pay or bear the excess amount(s) we offer and are happy for the applicable excesses to apply (see the PDS for more details);
 - to pay any required co-payments;
 - to pay any upfront costs they have to bear under the product (e.g. costs required to establish covered loss or amounts we only reimburse after payment); and
 - to pay or bear loss above any applicable limits or sub limits specified.

See **Attachment A** for a summary of the product's key attributes and key likely needs, objectives and financial situation of the target market.

We reasonably believe that if the product is issued to a retail client in the target market as described, it will likely be consistent with the likely objectives, needs and financial situation of customers in the target market, principally because those forming the target market are those customers who have the key characteristics of a customer in the target market and who are able to meet our Approved Eligibility Process.

Examples of who isn't
in our target market



By way of example and at a very high level only, **a customer won't be in the target market** if they:

- want cover for a property located outside Australia;
- want cover for an industrial zoned property;
- want Extra Cost of Replacement cover for a property with flammable cladding on a different basis to that specified in clause 8.2 of the PDS;
- do not want to bear any Special Excess(es) Applicable to Section 1 Property: Physical Loss, Destruction or Damage, Section 2 Public Liability, and Section 4 Office Bearers' Liability proposed by us (e.g. in relation to flammable cladding or defects);
- want a building sum insured greater than the maximum amount we are prepared to cover;
- are not represented by an insurance broker;
- don't believe they can afford to pay the price or for whom the payment options are not suitable to (including any required co-payments or obligation to pay any upfront costs);
- don't believe they can afford to pay or bear the excess amount(s) we offer or don't want an excess to apply, where these excesses apply (see the PDS for more details);
- want cover for types of loss or damage that we exclude. For example, defects as excluded by Section 1 Property: Physical Loss, Destruction or Damage clause 3.1 m); flood as excluded in Section 1 Property: Physical Loss, Destruction or Damage and 7 Equipment Breakdown; or Lot owners' contents as excluded in Section 1 Property: Physical Loss, Destruction or Damage clause 3.1 a); (See PDS for full details);
- do not want their claim to be settled in accordance with the "How We Settle Your Claims" section of the PDS applicable to the cover. By way of limited example only, under Section 1 damage that can be repaired must be repaired, but if the cost of repairing any damage equals or exceeds the cost of rebuilding the property immediately before the indemnifiable insured event occurred, settlement will be limited to the sum insured for buildings shown in the policy schedule.

Where a customer falls within our target market, this does not mean that the cover is right for their individual needs, objectives and financial situation. We do not consider this, and a customer needs to consider the PDS and other information provided by us (and/or seek professional advice) before deciding.

Any conditions and restrictions on retail product distribution conduct in relation to the product, other than a condition or restriction imposed by or under another provision of the Corporations Act (Distribution Conditions)

The product under this TMD may only be issued by our agent, RUBIX Underwriting which acts under an authority given by us to arrange, enter into, vary and dispose of this insurance and handle and settle claims in relation to it, on our behalf. Under RUBIX Underwriting's arrangement with us it must ensure that its representatives are adequately trained and are competent to provide its services.

RUBIX Underwriting cannot distribute the product directly to retail clients. RUBIX Underwriting may consider applications by retail clients made through insurance brokers acting on their behalf (that hold an Australian Financial Services Licence for dealing services in relation to general insurance and meet acceptability criteria agreed to by us or RUBIX Underwriting).

Cover can only be issued to a retail client by and through RUBIX Underwriting where they meet the eligibility criteria for the issue (including new business, renewals and variation as applicable) of the product that has been approved by us in writing (**Approved Eligibility Process**).

Any Regulated Person acting on our behalf must not engage in retail distribution conduct unless they have been authorised in writing by us to do so and this authority has not been cancelled or suspended.

A Regulated Person must not engage in retail distribution conduct in relation to this product if we have notified them or they are aware that, the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act or has been replaced or the product has been suspended or is no longer offered.

Subject always to the above, any other conditions and restrictions on retail product distribution conduct in relation to the product that we have agreed with a Regulated Person in writing, other than a condition or restriction imposed by or under another provision of the Corporations Act. This includes conditions regarding adequate training of representatives, compliance with agreed application processes and procedures (including sales scripts where used) and monitoring and supervision rights).

We believe it is reasonable to conclude that if the product were to be issued in accordance with these distribution conditions it would be likely that the customer is in the target market, principally because a person won't fit within the target market if they don't qualify under the Approved Eligibility Process and RUBIX Underwriting must use adequately trained and competent representatives to apply this eligibility criteria before issue and allows us to supervise and monitor compliance with this.

TMD Review

The TMD will be reviewed within 12 months from the date of this TMD and subsequently every 24 months unless agreed otherwise after the end of the previous review. We will also review the TMD within 10 business days of becoming aware of a Review Trigger specified below and where otherwise required by law.

Review Triggers

These are an event or circumstance that is identified to or by us as part of our Product Governance Framework (or otherwise), including:

- the nature and number of complaints, complaints data and trends;
- customer feedback and testing;
- number of cancellations and lapses of the product;
- data on product claim ratios, the number, nature and magnitude of claims paid, denied and withdrawn and average claim duration;
- information received by and in relation to distributors;
- feedback from a regulator such as ASIC or APRA or other interested parties such as the Insurance Council of Australia and Code Governance Committee;
- changes to information or circumstances we took into account when developing the TMD, such as changes to the Approved Eligibility Process, underwriting guidelines, pricing, or reinsurance requirements or the number of policies sold, including penetration rates; or
- any significant dealings that are inconsistent with the TMD,

that reasonably suggests (based on criteria we identify in or as part of our Product Governance Framework) that it is no longer reasonable for us to conclude that if the cover were to be issued:

- to a retail client in accordance with the Distribution Conditions, it would be likely that the retail client is in our target market; or
 - to a retail client in our target market, it would likely be consistent with the likely objectives, financial situation and needs of the retail client.
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Regulated Persons
Reporting

In relation to reporting:

- RUBIX Underwriting must report to us; and
- Regulated Persons (other than us or RUBIX Underwriting) who have engaged in retail product distribution conduct in relation to the product covered by the TMD (e.g. insurance brokers acting for the retail client) must report to RUBIX Underwriting (or such alternative we otherwise notify in writing),

(both referred to as '**you**' below),

the following information by the time specified:

- information on when cover was issued to a retail client that was ineligible for cover in accordance with the Approved Eligibility Process and reasonable details on the circumstances related to this.

To be reported as soon as practicable and in any case within 10 business days, after you become aware of the matter.

- information on the number of complaints you have received about the product in the month (including if nil) and reasonable details on the circumstances related to the complaint (unless we already have access to such details).

To be reported within 14 business days of the end of each month or such other period of time otherwise agreed in writing between us and you that is reasonable having regard to the matters specified in ss994B((7)) of the Corporations Act.

- information on any significant dealings by you that are inconsistent with the TMD and reasonable details on the circumstances related to this.

To be reported as soon as practicable and in any case within 10 business days, after you become aware of the matter.

- information as agreed by you in writing with us that would reasonably enable us to promptly identify Review Triggers or other events and circumstances that have occurred which would reasonably suggest the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act.

To be reported within the time frames agreed for each type of information that are reasonable having regard to the matters specified in ss994B(7) of the Corporations Act.

- information identified to or by you that would reasonably suggest to you that the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act.

To be reported as soon as practicable and in any case within 10 business days, after you form the view.

Attachment A

Key attributes of product

Summary of key attribute

All cover summarised below is provided for an agreed period and subject to terms and conditions (including limits and excesses) agreed with us. Refer to PDS for detail.

Key likely needs, and objectives of target market

In all cases below the customer in the target market's objectives and needs are to transfer risk through insurance protection of the types described below for a period and on terms and conditions (including limits and excesses and price) acceptable to them.

Key likely financial situation of target market

In all cases for cover chosen, is a customer able to afford to pay premium on terms proposed and bear any uninsured loss, co-payment or upfront loss for which they can claim reimbursement and pay or bear any excess applicable to any claim.

Main Benefit (Automatic)		Main Protection Event
Section 1 – Physical Loss, Destruction or Damage Cover	<p>Protection for certain accidental physical loss of or damage to buildings and common contents.</p> <p>Note: Other property is excluded unless agreed to be covered in Schedule.</p>	Cover for accidental physical loss of or damage for buildings and common contents.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional cover benefits (Automatic) for the building:</p> <ul style="list-style-type: none"> Architects and Other Fees; Government Fees, Contributions or Imposts; Loss of Land Value; Removal of Debris and Temporary Repairs; Exploratory or Re-Routing Costs. <p>Additional cover benefits (Automatic) for the Lot Owner:</p> <ul style="list-style-type: none"> Lot Owners' Fixtures and Improvements; Loss of Rent, and Temporary Accommodation; Prevention of Access; Failure of Supply of Services; Cost of Re-Letting; Removal and Storage of Lot Owners' Contents; Pets, Security Dogs; Title Deeds; Travel Costs; Restrictions on the use of the Location. 	<p>Cover for certain costs and expenses incurred that arise from the Main Protection Event in relation to:</p> <p>the building:</p> <ul style="list-style-type: none"> Architects and Other Fees; Government Fees, Contributions or Imposts; Loss of Land Value; Removal of Debris and Temporary Repairs; Exploratory or Re-Routing Costs. <p>the lot owner:</p> <ul style="list-style-type: none"> Lot Owners' Fixtures and Improvements; Loss of Rent, and Temporary Accommodation; Prevention of Access; Failure of Supply of Services; Cost of Re-Letting; Removal and Storage of Lot Owners' Contents; Pets, Security Dogs; Title Deeds; Travel Costs; Restrictions on the use of the Location.

Additional Benefits To Above Main Benefit	Additional Protection Events
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<p>Automatic (continued)</p>	<p>Additional cover benefits for buildings and lot owners (Automatic):</p> <ul style="list-style-type: none"> • Rewriting of Records; • Modifications; • Mortgage Discharge Fee Contribution; • Property of Others; • Water Removal from Basement; • Maintenance Fees and Strata Levies; • Funeral Expenses; • Meeting Room Hire; • Arson Reward; • Removal of Trees; • Improved Environmental Features; • Excess Electricity, Gas and Similar Charges; • Security Guard/Temporary Protection; • Inflationary Costs; • Fusion; • Fire Extinguishment Costs; • Replacement of Locks and Keys; • Unauthorised Occupancy; • Damage by Emergency Services; • Capital Additions; • Purchaser’s Interest; • Restrictions On the Use of the Location. 	<p>buildings and lot owners:</p> <ul style="list-style-type: none"> • Rewriting of Records; • Modifications; • Mortgage Discharge Fee Contribution; • Property of Others; • Water Removal from Basement; • Maintenance Fees and Strata Levies; • Funeral Expenses; • Meeting Room Hire; • Arson Reward; • Removal of Trees; • Improved Environmental Features; • Excess Electricity, Gas and Similar Charges; • Security Guard/Temporary Protection; • Inflationary Costs; • Fusion; • Fire Extinguishment Costs; • Replacement of Locks and Keys; • Unauthorised Occupancy; • Damage by Emergency Services; • Capital Additions; • Purchaser’s Interest; • Restrictions On the Use of the Location.
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<p>Optional</p>	<p>Additional cover benefits (Optional): can be chosen to cover certain necessary and reasonable costs and expenses incurred by the insured that are not otherwise recoverable:</p> <ul style="list-style-type: none"> • Internal Paint and Wallpaper Within Lot Owners’ Lots; • Lot Owner’s Floating Floorboards; • Catastrophe Cover. 	<p>Cover for certain costs and expenses incurred that arise from Optional Additional Protection Events:</p> <ul style="list-style-type: none"> • Internal Paint and Wallpaper Within Lot Owners’ Lots; • Lot Owner’s Floating Floorboards; • Catastrophe Cover.
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Main Benefit (Automatic)		Main Protection Event
Section 2 – Public Liability	Protection for the insured for liability for all sums which they become legally liable to pay by way of compensation in respect of covered personal injury or property damage happening during the period of insurance caused by an occurrence in connection with the insured's business.	Cover for the insured for liability for all sums which they become legally liable to pay by way of compensation in respect of covered personal injury or property damage happening during the period of insurance caused by an occurrence in connection with the insured's business.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> charges, expenses and defence costs incurred by either us or by the insured person, with our written consent, in the settlement or defence of the covered claim for compensation. 	<p>Cover for:</p> <ul style="list-style-type: none"> charges, expenses and defence costs incurred by the insured in the settlement or defence of a claim arising from a Main Protected Event.
Main Benefit (Automatic)		Main Protection Event
Section 3 – Fidelity Guarantee	Protection for the insured for loss of funds as a result of theft, embezzlement, misappropriation or fraud happening during the period of insurance.	Cover for loss of funds as a result of theft, embezzlement, misappropriation or fraud happening during the period of insurance.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> Auditor's Fees; Claims Preparation Fees. 	<p>Cover for:</p> <ul style="list-style-type: none"> auditor's and claims preparation fees that arise from a Main Protected Event.
Main Benefit (Automatic)		Main Protection Event
Section 4 – Office Bearer's Liability	<p>Protection for the insured against:</p> <ul style="list-style-type: none"> any claim arising out of a wrongful act; all sums which they become vicariously liable for or agree to indemnify any office bearer for arising out of a claim for a wrongful act committed by an office bearer, <p>first made against the insured or notified to the insurer during the period of insurance.</p>	<p>Cover for:</p> <ul style="list-style-type: none"> the insured for liability for all sums which they become legally liable to pay arising out of a wrongful act.

Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> • Advance Payment of Defence Costs; • Representation Costs; • Continuous Cover; • Extended Reporting Period. 	<p>Cover for:</p> <ul style="list-style-type: none"> • Advance Payment of Defence Costs; • Representation Costs; • Continuous Cover; • Extended Reporting Period, <p>that arise from a Main Protected Event.</p>
Main Benefit (Automatic)		Main Protection Event
Section 5 – Voluntary Workers Personal Accident	Protection for the insured for accidental death or injury to insured persons during the period of insurance while engaged in voluntary work on behalf of the insured.	Cover for the insured for liability for accidental death or injury to insured persons during the period of insurance while engaged in voluntary work on behalf of the insured.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> • travel expenses for medical treatment; • cost of domestic assistance; • cost of home tutorial expenses; • cost of burial or cremation. 	<p>Cover for:</p> <ul style="list-style-type: none"> • travel expenses for medical treatment; • cost of domestic assistance; • cost of home tutorial expenses; • cost of burial or cremation, <p>that arise from a Main Protected Event.</p>
Main Benefit (Automatic)		Main Protection Event
Section 6 – Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses	<p>Protection for the insured’s costs incurred for:</p> <ul style="list-style-type: none"> • tax and audit costs; • legal fees incurred in appealing workplace health and safety breaches; • legal defence expenses in connection with the insured’s business. 	Cover for the insured’s tax audit costs, legal fees and expenses incurred in relation to the insured’s business operations.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> • continuous cover for prior workplace health and safety breaches occurring under previous policies issued by the insurer. 	Continuous cover for prior workplace health and safety breaches occurring under previous policies issued by the insurer.

Main Benefit (Automatic)		Main Protection Event
Section 7 – Equipment Breakdown	Protection for the insured for loss or damage to plant and equipment due to a breakdown.	Cover for the insured’s loss or damage to plant and equipment due to a breakdown.
Additional Benefits To Above Main Benefit		Additional Protection Events
Automatic	<p>Additional Benefits are provided in relation to a valid claim made under the main cover for:</p> <ul style="list-style-type: none"> expediting expenses for repairs; loss of rent due to a service interruption following breakdown of non-owned equipment within 1,000 metres of the insured’s location; increased costs incurred by the insured to comply with by-laws following breakdown; costs to clean up hazardous substances; loss of rent of a tenantable lot; claims preparation fees. 	<p>Cover for:</p> <ul style="list-style-type: none"> expenses incurred by the insured for repairs; loss of rent incurred due to a service interruption; increased costs incurred by the insured to comply with by-laws; costs to clean up hazardous substances; loss of rent of a tenantable lot; claims preparation fees resulting from a main protected event, resulting from a Main Protected Event.

NSW

Level 14, 141 Walker Street
North Sydney NSW 2060
PO Box 1813
North Sydney NSW 2059
Telephone: (02) 8329 5000



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