

Residential Strata Existing Owner Endorsement

This Endorsement forms part of Residential Strata Policy No.

The Residential Strata Purchaser Policy is hereby amended as follows:

- 1) Under the subject heading “Defined Meanings – What we mean” the definition of “Registration Period” is hereby deleted in its entirety.
- 2) Addition of the following definition under the subject heading “Defined Meanings – What we mean”:
“Insurance Date” – means the date this Policy was issued by Stewart Title to You.
- 3) Clause 2 is hereby amended as follows:
2.1 – “Risks occurring before the Policy Date and during the Registration Period”:
(a) Deletion of the words “and during the Registration Period” in the subject heading;
(b) Deletion of the following coverage clause:
“During the Registration Period we will also provide you with Cover for all of the following Covered Risks, where:
 - i. you, in good faith, have paid or authorised the payment of the premium and have relied upon a written assurance of the issuance of this policy; and
 - ii. except where you have delivered the Title to your lender, reasonable steps have been taken to promptly register the transfer of Title, any mortgage, discharge of mortgage or withdrawal of caveat”.
- 4) Clauses 2.1 (d) and (h) under the subject heading “Risks affecting your ownership of the Land” are hereby deleted in their entirety.
- 5) In Clause 2.1 (i) under the subject heading “Risks affecting your ownership of the Land” the words “Policy Date” are replaced by the words “Insurance Date”.
- 6) Clause 2.1 (m) under the subject heading “Risks of errors, affectations and proposals” is hereby deleted in its entirety.
- 7) Clause 2.2 under the subject heading “Risks occurring after the Policy Date” is hereby amended to read as follows:
“We insure you against the following Covered Risks only if the circumstances creating or giving rise to these risks occur after the Policy Date and the Covered Risks are not known to you on the Insurance Date”.
- 8) Clause 3.1(d) under the subject heading “Exclusions – Risks We Do Not Cover” is hereby deleted in its entirety and the following substituted in lieu thereof:
“are actually known to you, but not to us, on the Insurance Date”.
- 9) In Clause 5.1 under the subject heading “How To Make a Claim” the word “Policy Date” is replaced by the word “Insurance Date”.
- 10) In Clause 5.4 under the subject heading “Your Obligation to Co-Operate”, the following subparagraph (f) is added:
“(f) provide us with documentation relating to Your purchase of the Strata Unit”.
- 11) In Clause 5.4 under the subject heading “Your Obligation to Co-Operate”, the words “Policy Date” are replaced by the words “Insurance Date”.
- 12) In Clause 9 under the subject heading “General Policy Provisions” the words “Policy Date” are replaced by the words “Insurance Date”.
- 13) In Clause 10 under the subject heading “Cancellation” the words “Policy Date” are replaced by the words “Insurance Date”.

This Endorsement forms part of the Policy and is subject to all the terms and provisions thereof and of any prior Endorsements thereto. Except to the extent expressly stated, this Endorsement neither modifies any of the terms and provisions of the Policy and any prior Endorsements, nor does it extend the effective date of the Policy and prior Endorsements, nor does it increase the face amount thereof. This Endorsement is valid only when it bears an authorised signature of Stewart Title Limited.