

Domestic Construction

INSURANCE POLICY

Residential Builders

New South Wales

POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035 of 82 Pitt Street, Sydney.



About this booklet

This booklet contains 2 separate parts:

General Information and the Policy Terms and Conditions.

General Information

This part of the booklet contains information you need to know before you take out a Policy. Please read it carefully before taking out this insurance.

Policy Terms and Conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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GENERAL INFORMATION FOR DOMESTIC CONSTRUCTION RESIDENTIAL BUILDERS NSW INSURANCE POLICY

The information contained in this part is general information only and does not form part of your contract with us. The Policy Terms and Conditions in the rest of this booklet contain details of your contract.

Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**
 - that diminishes the risk
 - that is of common knowledge
 - that we know or should know in the ordinary course of our business as an insurer, or
 - which we indicate we do not want to know.
- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001. Telephone: (02) 9375-4656, Fax: (02) 8275-9022 or Email: compliance.manager@qbe.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers; and
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

POLICY TERMS AND CONDITIONS FOR DOMESTIC CONSTRUCTION RESIDENTIAL BUILDERS NSW INSURANCE POLICY

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, Section 1 for claims occurring and Section 2 for claims made, respectively during the period of insurance shown on your Policy Schedule or any renewal period.

The deductibles set out in the section headed 'What you must pay if you make a claim – Deductible' apply to all claims except where otherwise stated. The amount of any deductible that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

Your Policy

Your Policy consists of the Policy Terms and Conditions in this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

Paying your premium

You must pay your premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of liability or the other limits of insurance cover including GST.

- (b) registered for GST, we will pay the sum insured/limit of liability or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of liability or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with special meanings – definitions which apply to all Sections of this Policy

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Act	the Home Building Act 1989 and regulations. The regulations when referred to separately are referred to as the regulations.
Builder	the builder licensed under the Act and named in the certificate of insurance as the builder. For the purposes of the cover we give under the heading 'What is covered by this policy', builder includes an individual contracted by the builder to perform the work.
Building	the dwelling(s) or kit home(s) described in the certificate of insurance.
Building contract	the contract between you or a developer and the builder or between you and a speculative builder pursuant to which residential building work is done or is to be done in connection with the building.
Certificate of insurance	the certificate that we produce includes important information and details about this policy. The certificate of insurance will be evidence that we have accepted cover under this policy.
Common property	(a) Common property within the meaning of the Strata Schemes (Freehold Development) Act 1986 or the Strata Schemes (Leasehold Development) Act 1986; or (b) Associated property within the meaning of the Community Land Development Act 1989.
Completion (of residential building work)	(a) The date that the residential building work is completed under the contract under which the residential building work was done. (b) If the contract under which the residential building work was done does not have a date for completion or there is no contract, final inspection of the residential building work by the applicable council.

Word or Term	Meaning
Completion (of residential building work) (continued)	(c) In any other case, the latest date the builder or speculative builder attend the site to complete the residential building work or hand over possession to you, or if this is not done, the latest date that the builder or speculative builder attend the site to carry out the residential building work.
Completion (of kit home supply)	(a) The date that the supply is complete under the kit home contract. (b) In any other case, on the latest date that the kit home supplier attends the site to complete the supply or hands over possession to you or, if this is not done, the latest date the kit home supplier attends the site in relation to the supply.
Developer	an individual, partnership or corporation on whose behalf residential building work is done: (a) in connection with a building or residential development where 4 or more of the existing or proposed dwellings are or will be owned by the individual, partnership or corporation; or (b) in connection with a retirement village or accommodation specially designed for the disabled where all the residential units are or will be owned by the individual, partnership or corporation. A developer does not include a company that owns a building under a company title scheme.
Disappearance	includes cannot be found, after due search and enquiry.
Dwelling	a building or portion of a building that is designed, constructed or adapted for use as a dwelling (such as a detached or semi-detached house, transportable house, terrace or town house, duplex, villa-home, strata or company title unit or residential flat). Dwelling includes any swimming pool or spa constructed for use in conjunction with a dwelling and such additional structures and improvements that are declared by the regulations to form part of a dwelling. Dwelling does not include buildings or portions of buildings declared by the regulations to not be a dwelling.

Word or Term	Meaning
Insolvency	<p>(a) In relation to an individual, that the individual is insolvent under administration (within the meaning of the Corporations Act 2001).</p> <p>(b) In relation to a corporation, that the corporation is an externally-administered body corporate administration (within the meaning of the Corporations Act 2001).</p>
Kit home	<p>a set of building components which, when offered for sale, is represented as sufficient for the construction of a dwelling according to a plan or instructions furnished by the supplier of the set to the purchaser in connection with the sale.</p> <p>Kit home includes a set of building components which, when offered for sale, is represented as sufficient for construction of a garage or carport.</p> <p>Kit home does not include:</p> <p>(a) a set of components for the construction of a moveable dwelling (within the meaning of the Local Government Act 1993) that is not capable of being registered under the Road Transport (Vehicle Registration) Act 1997.</p> <p>(b) a set of building components that the purchaser states in writing at the time of purchase is purchased for erection outside New South Wales.</p> <p>(c) a set of building components the contract price for which is \$1000 (inclusive of GST) or less.</p> <p>(d) a set of building components for the construction of a structure or improvement declared by sections 5(a) to (d), (f), (g) or (i) to (n) of the regulations to form part of a dwelling, unless the set of building components is supplied (under contract) together with a set of building components for the construction of the dwelling in conjunction with which the structure or improvement is to be used.</p>
Kit home contract	the contract between you and the kit home supplier for supply of the building.
Kit home supplier	<p>the supplier licensed under the Act and named on the certificate of insurance as a kit home supplier.</p> <p>For the purposes of the cover we give under the heading 'What is covered by this policy', kit home supplier includes an individual contracted by the kit home supplier to perform the work.</p>

Word or Term	Meaning
Policy	this policy wording, any endorsements and the certificate of insurance.
Residential building work	<p>any work involved in, or the coordinating or supervising any work involved in the:</p> <p>(a) construction of a dwelling;</p> <p>(b) the making of alterations or additions to a dwelling; or</p> <p>(c) the repairing, renovation, decoration or protective treatment of a dwelling.</p> <p>Residential building work includes work declared by the regulations to be roof plumbing work or specialist work done in connection with a dwelling or work concerned in installing a prescribed fixture or apparatus in a dwelling (or in adding to, altering or repairing any such installation).</p> <p>Residential building work does not include work declared by the regulations not to be residential building work.</p>
Residential flat building	a building that comprises 2 or more strata, community scheme or company title home units.
Residential flat building work	residential building work which is done or is to be done on the common property of an existing single residential flat building or a single residential flat building (if the whole building is owned by the same person) where the contract price of the work (inclusive of GST) is more than \$12,000.
Sale contract	the contract between you and the speculative builder for the sale by the speculative builder of land on which work is done or is to be done in connection with the building.
Speculative builder	<p>an individual or corporation who owns land and carries out residential building work on it, is licensed under the Act and named on the certificate of insurance as a speculative builder.</p> <p>For the purposes of the cover we give under the heading 'What is covered under this policy', speculative builder includes an individual contracted by the speculative builder to perform the work.</p>
Statutory warranty	<p>each of the following warranties:</p> <p>(a) That the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.</p>

Words with special meaning

Word or Term	Meaning
Statutory warranty (continued)	<p>(b) That all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>(c) That the work will be done in accordance with, and will comply with, the Act and any other law.</p> <p>(d) That the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.</p> <p>(e) That, if the work consists of construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation.</p> <p>(f) That the work and all materials used in doing the work will be reasonable fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the builder's licence or person required to hold such a licence (or another person with the express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person), the particular purpose for which the work is required or the result that the work is to achieve, so as to show that the person for whom the work is done relies on the holder's or person's skill or judgment.</p>
Structural defect	<p>any defect in a structural element of a building that is attributable to defective design, defective or faulty workmanship or defective materials (or a combination of these) and that:</p> <p>(a) results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;</p> <p>(b) prevents, or is likely to prevent, the continued practical use of the building or any part of the building;</p> <p>(c) results in, or is likely to result in:</p> <p>(i) the destruction of the building or any part of the building; or</p> <p>(ii) physical damage to the building or any part of the building; or</p>

Word or Term	Meaning
Structural defect (continued)	(d) results in, or is likely to result in a threat of imminent collapse that may reasonably be considered to cause destruction of the building or physical damage to the building or any part of the building.
Structural element	any component or part of an assembly which provides necessary supporting structure to the whole or any part of the building.
Structural element of a building	<p>(a) Any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including things such as foundations, floors, walls, roofs, columns and beams.</p> <p>(b) Any component (including weatherproofing) that forms part of the external walls or roof of the building.</p>
Terrorism	<p>any act, or the preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division any such government, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a sector of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <p>(a) involves violence against one or more persons;</p> <p>(b) involves damage to property;</p> <p>(c) endangers life other than that of the person committing the action;</p> <p>(d) creates a risk to health or safety of the public or a section of the public; or</p> <p>(e) is designed to interfere with or disrupt an electronic system.</p>
We/our/us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
Work	residential building work which is done or is to be done by the builder under the building contract, by the speculative builder to the building or the supply of the building under the kit home contract.

Word or Term	Meaning
You/your	<p>the person on whose behalf the work is done or is to be done, and any successor in title to that person.</p> <p>You/your does not include:</p> <ul style="list-style-type: none"> (a) Any developer; (b) The speculative builder; (c) The builder; (d) A person who does residential building work other than under a contract; (e) The holder of a builders licence who and that carried out the work; or (f) Any related bodies corporate of those above, within the meaning of section 50 of the Corporations Act 2001.

A reference to any legislation is a reference to the legislation as amended from time to time.

Residential builders warranty insurance

Residential builders warranty insurance protects the person on whose behalf work is to be done and the subsequent homeowners. The policy covers loss or damage resulting from the non-completion of the work or breach of statutory warranty because of:

- Death; or
- Disappearance; or
- Insolvency

of the builder.

A builder takes out this insurance policy, but the beneficiary is the homeowner or subsequent homeowner.

A builder must have a Letter of Eligibility from a home warranty insurer, which covers them for all approved work for a period of time.

The builder must provide a Residential Builders Warranty Certificate to the homeowners for each job they undertake. In addition, a copy of the Residential Builders Warranty Certificate will be provided to the builder/contractor and the local authority/council.

A copy of this policy wording is held by the builder and a copy is also provided to each homeowner with the Certificate.

Who is covered by this policy?

You are the person covered under this policy. We do not cover anyone except you.

What is covered by this policy?

For buildings other than kit homes

We will pay for the following sustained by you:

- (a) loss or damage resulting from non-completion of the work because of the insolvency, death or disappearance of the builder or speculative builder; or
- (b) the following loss or damage but only if you cannot recover compensation from the builder or speculative builder or have the builder or speculative builder rectify the loss or damage because of the insolvency, death or disappearance of the builder or speculative builder:
 - (i) loss or damage arising from a breach of a statutory warranty implied into the building contract or applicable to the sale contract by the Act;
 - (ii) loss or damage resulting from faulty design, where the design was provided by the builder or speculative builder; or
 - (iii) loss or damage resulting from non-completion of the work because of the early termination of the building contract due to the builder or speculative builder's wrongful failure or refusal to complete the work.

For kit homes

We will pay for the following sustained by you:

- (a) loss or damage resulting from non-supply of the kit home or non-completion of the work because of the insolvency, death or disappearance of the kit home supplier; or

- (b) the following loss or damage but only if you cannot recover compensation from the kit home supplier or have the kit home supplier rectify the loss or damage because of the insolvency, death or disappearance of the kit home supplier:
 - (i) loss or damage resulting from the materials and components in the kit home not being good or suitable for the purpose for which they were used; or
 - (ii) loss or damage resulting from faulty design of the kit home.

For all buildings including kit homes

We will also pay for the following:

- (a) the cost to you of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in the clauses above;
- (b) your loss of a deposit or progress payment due to an event referred to in the clauses above; and
- (c) any legal or other reasonable costs incurred by you in seeking to recover compensation from the builder, speculative builder or kit home supplier for, or in taking action against the builder, speculative builder or kit home supplier to rectify, the loss or damage referred to in the clauses above.

How much will we pay?

We may do two things, at our option, when we pay a claim under this policy. We will either make good the loss or damage or pay the amount of that loss or damage.

However, the following limitations apply to what we will pay:

- (a) We will not pay the first \$500 of each claim under this policy.
- (b) If the work is not residential flat building work, we will not pay more than \$300,000 in total (or such other minimum amount as may be prescribed from time to time by the Act) in the aggregate for all claims under this policy for each dwelling. In respect of a dwelling contained in a building or complex containing more than one dwelling, this total may be reduced by not more than an amount calculated by dividing the amount of any claim paid by us in relation to common property of the building or complex, by the number of dwellings contained in the building or complex.
- (c) If the work is residential flat building work, and the amount obtained by dividing the contract price of the work by the number of dwellings in the building does not exceed \$12,000, we will not pay more than \$300,000 in the aggregate for all claims made under this policy for that building.
- (d) If the work is residential flat building work, and the amount obtained by dividing the contract price of the work by the number of dwellings in the building exceeds \$12,000, we will not pay more than \$300,000 in the aggregate for all claims made under this policy in respect of each dwelling in that building.

- (e) If the claim is in respect of loss or damage resulting from non-completion of the work, including the failure to supply a kit home, we will not pay more than 20% of the contract price (including any agreed variation to the contract price) for the work.

The limitations in clause 'How much will we pay?' include the amounts payable under clause 'For all buildings including kit homes'.

What we don't pay

We will not pay under this policy for claims:

- (a) in the nature of liquidated damages for delay or damages for delay. However, this limitation does not extend to any increase in rectification costs caused by the passing of time.
- (b) for loss or damage that could reasonably be expected to result from fair wear and tear of the work, or from your failure to maintain the work.
- (c) in relation to a defect in, or repair of damage to, structural elements in the non-residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it.
- (d) for loss or damage caused by the normal drying out of the building if the builder, speculative builder or kit home supplier has taken all reasonable precautions in allowing for the normal drying out when carrying out the work.
- (e) for damage due to or made worse by the failure by you to take reasonable and timely action to minimise the damage.
- (f) in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus.
- (g) in relation to damage to work or materials that is made outside the reasonable life time of that work or materials or the manufacturer's warranty period for the materials.
- (h) for legal liability resulting from any event unless expressly insured under this policy.
- (i) in relation to an interest in the building that is not your interest.
- (j) in relation to a defect due to a faulty design provided by you or a previous owner (other than the speculative builder).
- (k) where the damage is due to, or increased by, the affected part of the building being used primarily for non-residential use.
- (l) for a deposit or payment to the extent that it exceeds the amount specified for such a deposit in section 8 of the Act.
- (m) for a progress payment to the extent that it exceeds the amount specified for such a payment under the building contract or kit home contract.

- (n) for loss, damage or defects due to:
 - (i) an act, error or omission of someone other than the builder, speculative builder or kit home supplier or someone contracted by them.
 - (ii) faulty or unsuitable materials supplied by you or a developer.
- (o) arising from, connected with or relating to personal injury, death (other than of the builder, speculative builder or kit home supplier), disease or illness of a person or for injury to or impairment of a person's mental condition.
- (p) for consequential loss of any kind, including loss of rent or other income, loss of value, loss of opportunity, inconvenience or distress, unless expressly insured under this policy.
- (q) connected with or relating to:
 - (i) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
 - (ii) fraud or dishonest conduct of any kind by you or a developer.
 - (iii) any terrorism.
 - (iv) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion.
 - (v) the existence or use of asbestos products and/or products containing asbestos in the building or on or in the land on which the building is built.
 - (vi) mechanical or electrical breakdown, not attributable to the workmanship of, or the installation by the builder, speculative builder or the kit home supplier.
 - (vii) your failure to maintain appropriate protection against pest infestation or exposure to natural timbers.
 - (viii) the action of vermin, termites, moths or other insects unless, and to the extent that, the work involved the treatment of the termites, moths or other insects or the prevention of the action of the vermin, termites, moths or other insects.
- (r) for any loss, cost, expense or obligation of any kind directly or indirectly arising from or relating to mould, fungus, mildew or spores unless, and to the extent that, the work involved the treatment of mould, fungus, mildew or spores or the prevention of mould, fungus, mildew or spores.
- (s) for any claims insured under another policy of insurance issued under or pursuant to the Act.
- (t) for any claims that were allowed to be excluded by the Act as at the date the certificate of insurance was issued.

How long are you covered for?

Non-completion

This policy covers loss or damage arising from non-completion of the work (including non-supply of the kit home) for twelve months after the failure to commence, or cessation of, the work.

Structural defects

This policy covers loss or damage arising from a structural defect for six years after the completion of the work or the end of the building contract or kit home contract, whichever is the later.

Other causes

This policy covers loss, damage or expense, other than loss, damage or expense arising from a structural defect or non-completion of the work, for two years after the completion of the work or the end of the building contract or kit home contract, whichever is the later.

How long do you have to claim?

You must notify us of a claim for loss or damage resulting from all causes (other than incomplete work) within six months of when you first became aware, or when you ought reasonably have become aware, of the fact or circumstance giving rise to the claim.

You must notify us of a claim for loss or damage resulting from incomplete work within twelve months after:

- (a) the date of the building contract or kit home contract;
 - (b) the date provided in the building contract or kit home contract for the commencement of work; or
 - (c) the date work ceased,
- whichever is the later.

If you notify us of a structural defect or other defect, you are taken to have given notice of every defect to which the defect is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

Making a claim

You must make a claim by completing our claim form. The claim form is available on our website www.qbe.com.

In answering any questions you must be honest and tell us everything you know. We will use this information to decide whether to pay a claim.

You must give us any assistance, information or documents which we request. This includes giving us, our nominated builder and your builder, reasonable access to inspect, rectify or complete the work (unless you have reasonable grounds to refuse access).

You must not make any admissions, offer, promise or payment in connection with any claim.

You must comply with your obligations under the policy, otherwise we may not have to pay your claim(s).

We will acknowledge receipt of your claim notification within 5 business days. At this time, we will confirm that we have all the required information or we will tell you of any other information needed to enable us to assess your claim.

We will notify you within 30 days of receiving all the information necessary to assess your claim, if we accept that the builder, speculative builder or kit home supplier is dead, has disappeared or is insolvent.

Failures by the builder

We will not either refuse to pay a claim under this policy or to cancel this policy for failure to comply with the duty of disclosure or a misrepresentation by the builder, speculative builder or kit home supplier. We will not refuse to pay under this policy if the premium is unpaid by them, if we have issued a certificate of insurance or otherwise accepted cover under this policy.

We may, however, recover from the builder, speculative builder or kit home supplier any amount we pay under this policy in those circumstances.

General Conditions

Our rights

We may, at our discretion, fulfil our obligations under this policy by either engaging or paying a builder to repair or rectify loss or damage or paying you the cost to you of doing so.

We will not reduce our liability under this policy or reduce any amount otherwise payable in respect of a claim, if you delay in notifying us of a claim, if the claim is notified to us within the time periods set out in clause 9.

We will not reduce our liability under this policy or reduce any amount otherwise payable in respect of a claim, on the ground that the building contract, sale contract or kit home contract was entered into before the date the certificate of insurance was issued.

Loss prevention

You must take all reasonable steps to prevent and/or minimise any act, error or omission or event which might cause or contribute to a claim under this policy.

Recovery from others

If we pay a claim, we are entitled to be subrogated to your rights to recover against any other party (including the builder, speculative builder or kit home supplier, or a contractor or supplier or a liquidator or administrator or the estate of the builder, speculative builder or kit home supplier) to the extent of the amount paid by us.

You must not limit or exclude your rights against a party from whom you might otherwise be able to recover in respect of a loss or damage. If you do, our liability to you is reduced to the extent that we can no longer recover from that other party as a result of your actions.

You must provide us with reasonable assistance to recover damages or contribution from any other person.

Application of laws

This policy is subject to the law of New South Wales. The law of New South Wales includes Commonwealth legislation such as the Insurance Contracts Act.

A reference to any legislation is a reference to the legislation as amended from time to time.

Conflict with the Act

This policy is intended to comply with the requirements set out under the Act. However, if this policy conflicts with, or is inconsistent with the Act, the policy must be read and enforceable as if it complies with the Act.

