



QBE Insurance (Australia) Limited

# Domestic Construction ACT

Policy Wording

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

This booklet contains two separate parts:

- General Information; and
- the Policy Terms and Conditions.

### General Information

This part of the booklet contains information you need to know about this Policy. Please read it carefully.

### 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 the builder purchases a policy for your building contract, you will be given a certificate of insurance. The certificate of insurance sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

You should check the information listed on the certificate of insurance against your building contract as follows:

- Is the builder's name correct and does it match the builder's name on the contract?
- Does the ABN / ACN on the certificate of insurance match your contract?
- Is the 'Declared Contract Price' on the certificate of insurance the same as the price listed on your contract?

The Policy Terms and Conditions and the certificate of insurance form the basis of your cover with us, so please keep them in a safe place for future reference.

If you require further information about this product, please contact us on 1300 790 723.

### About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

## Important Information

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.

### Paying the premium

The builder must pay the premium on your behalf by the due date.

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Words with special meanings

The following definitions apply in this policy:

Word or Term	Meaning
Act	The <i>Building Act 2004 (ACT)</i> and regulations. The regulations when referred to separately are referred to as the regulations.
Builder	The builder licensed under the <i>Construction Occupation (Licensing) Act 2004 (ACT)</i> who is: <ul style="list-style-type: none"> <li>• stated to be the builder in the building commencement notice for the residential building work or building; and</li> <li>• named in the certificate of insurance as the builder.</li> </ul> <p>For the purposes of the cover we give under the heading 'What is covered in this Policy?', 'builder' includes an individual contracted by the builder to perform the work.</p>
Building	The residential building(s) described in the certificate of insurance.
Building code	The Building Code of Australia prepared and published by the Australian Building Codes Board, as amended from time to time.
Building commencement notice	A building commencement notice issued by a certifier under section 37 of the Act for the work.
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.

Word or Term	Meaning
Building work	<p>Any work in relation to the erection, alteration or demolition of a building and includes the disposal of waste materials generated by the alteration of a building and work in relation to repairs of a structural nature.</p> <p>Building work does not include:</p> <ul style="list-style-type: none"> <li>work in relation to the demolition of a whole building;</li> <li>the installation, alteration or removal of an externally mounted photovoltaic panel or solar water heater for a class 1 or class 10a building, if the building work: <ul style="list-style-type: none"> <li>does not involve any alteration that would affect the structural sufficiency or stability of the building; and</li> <li>does not affect the building complying with the building code.</li> </ul> </li> <li>the installation, alteration or removal of an externally mounted air conditioning unit for a class 1 or class 10a building, if: <ul style="list-style-type: none"> <li>the building work does not involve any alteration that would affect the structural sufficiency or stability of the building; and</li> <li>the building work does not involve any alteration that would affect the structural sufficiency or stability of the building; and</li> <li>the building work does not affect the building complying with the building code; and</li> <li>the unit is not the main source of ventilation for a particular room if the unit is installed for a particular room, or for a building if the unit is installed for that building; or</li> </ul> </li> <li>work declared by the regulations not to be residential building work.</li> </ul>
Certificate of insurance	The certificate we produce that includes important information and details about this policy. The certificate of insurance will be evidence that we have accepted cover under this policy.
Class	A class of a building under the building code.
Cost	The cost of the building work determined in accordance with section 86 of the Act.
Date of occupancy	The day that the certificate of occupancy is issued for the work under the Act.
Deposit	An amount paid or payable by you to the builder, under the building contract to carry out the residential building work, before the beginning of the work.

Word or Term	Meaning
Developer	<p>An individual, partnership or corporation on whose behalf residential building work is done in connection with a building or residential development where the individual, partnership or corporation owns or will own four or more of the existing or proposed residential buildings.</p> <p>A developer does not include a company that owns a building under a company title scheme.</p>
Disappearance	Includes cannot be found, after due search and enquiry.
Insolvency	<ul style="list-style-type: none"> <li>In relation to an individual, that the individual is insolvent under administration (within the meaning of the <i>Corporations Act 2001</i> (Cth)).</li> <li>In relation to a corporation, that the corporation is an externally-administered body corporate administration (within the meaning of the <i>Corporations Act 2001</i> (Cth)).</li> </ul>
Policy	This policy wording, any endorsements and the certificate of insurance.
Residential building	<p>A building or portion of a building designed, constructed or adapted for use as a residential building if:</p> <ul style="list-style-type: none"> <li>the building has no more than three storeys at any point, excluding any storey used exclusively for parking; or</li> <li>for a part of a building, the part provides structural support or is structurally integral adjunct to the building.</li> </ul> <p>For example, a detached or semi-detached house, transportable house, terrace or town house, duplex, villa-home, strata or company title unit or residential flat.</p> <p>Residential building does not include:</p> <ul style="list-style-type: none"> <li>paving;</li> <li>a fence or retaining wall;</li> <li>an outdoor swimming pool or ornamental pond;</li> <li>a mast, antenna or aerial;</li> <li>an advertising device, notice or sign.</li> </ul> <p>Residential building does not include buildings or portions of buildings declared by the regulations not to be a residential building.</p>
Residential building work	Any building work in relation to a residential building.
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.

Word or Term	Meaning
Speculative builder	<p>An individual or corporation who:</p> <ul style="list-style-type: none"> <li>owns land and carries out residential building work on it;</li> <li>is licensed under the Act; and</li> <li>is named on the certificate of insurance as a speculative builder.</li> </ul> <p>For the purposes of the cover we give in clause 5.1 speculative builder includes an individual contracted by the speculative builder to perform the work.</p>
Statutory warranty	<p>Each of the following warranties:</p> <ul style="list-style-type: none"> <li>that the building work will be performed in a proper and workmanlike manner and in accordance with the approved plans and specifications set out in the contract;</li> <li>where the building work involves the handling of asbestos or the disturbance of loose asbestos — that the building work will be in accordance with the approved plans that comply with the Act in relation to asbestos;</li> <li>that all materials used in carrying out the building work will be good and proper for the building work;</li> <li>that the building work will be done in accordance with, and will comply with, the Act and any other law;</li> <li>where the contract does not stipulate a date by which, or period within which, the work is to be completed — that the building work will be carried out with reasonable promptness;</li> <li>where the you expressly make known to the builder (or their employee or agent) the particular purpose for which the building work is required, or the result which you desire the building work to achieve, so as to show that you relied on the builder's skill and judgment — that the work and materials used in carrying out the building work will be reasonably fit for that purpose or of such a nature and quality that they might reasonably be expected to achieve the result.</li> </ul>

Word or Term	Meaning
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> <ul style="list-style-type: none"> <li>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;</li> <li>prevents, or is likely to prevent, the continued practical use of the building or any part of the building;</li> <li>results in, or is likely to result in: <ul style="list-style-type: none"> <li>the destruction of the building or any part of the building; or</li> <li>physical damage to the building or any part of the building; or</li> </ul> </li> <li>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.</li> </ul>
Structural element of a building	<ul style="list-style-type: none"> <li>any internal or external load-bearing component of the building essential to the stability of the building or any part of it; or</li> <li>any component (including weatherproofing) forming part of the external walls or roof of the building.</li> </ul>
We/our/us	QBE Insurance (Australia) Limited ABN 78 003 191 035, AFSL 239545.
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.
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> <ol style="list-style-type: none"> <li>any developer;</li> <li>the speculative builder;</li> <li>the builder;</li> <li>a person who does residential building work other than under a contract;</li> <li>the holder of a builder's licence who and that carried out the work; or</li> <li>any related bodies corporate of those above, within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth).</li> </ol>

## Policy Wording

### 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 the builder's:

- death;
- disappearance; or
- insolvency.

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

The builder must provide a Residential Builders Warranty Certificate to you for each job they undertake.

The builder holds a copy of this policy wording and a copy is also provided to each homeowner with the Certificate.

#### The insurer

QBE Insurance (Australia) Limited  
 ABN: 78 003 191 035  
 AFSL: 239545

#### 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?

1. We will cover you for loss or damage resulting from:
  - (a) being unable to enforce or recover under the building contract;
  - (b) a breach of a statutory warranty the Act implies into the building contract or the sale contract; or
  - (c) subsidence of the land due to the builder's or the speculative builder's negligence;

but only if you cannot recover compensation from the builder or speculative builder, or have them rectify the loss or damage, because of their insolvency, death or disappearance.

#### How much will we pay?

1. We may do two things 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.
2. 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) We will not pay more than \$85,000 in total in the aggregate for all claims under this policy for each residential building.
  - (c) If the claim results from non-completion of the work because the builder is insolvent, and you have paid the builder part or all of the cost of the work:
    - (i) we will not pay any amount by which the amount you paid exceeds the cost of the work done;
    - (ii) where the cost of the work done is less than the amount of the deposit, we will pay the amount of deposit paid less the cost of any work done, up to \$10,000.

#### What we don't pay

We will not pay under this policy for claims:

1. for work where the total aggregate cost of the work is less than \$12,000;
2. 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;
3. for loss or damage caused by the normal drying out of the building if the builder or speculative builder took all reasonable precautions to allow for normal drying out when carrying out the work;
4. for damage due to or made worse by your failure to take reasonable and timely action to minimise the damage (unless it is covered by a statutory warranty);
5. 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 (unless it is covered by a statutory warranty);
6. for legal liability resulting from any event unless expressly insured under this policy (unless it is covered by a statutory warranty);
7. for a deposit or payment to the extent that it exceeds the amount specified for such a deposit in section 93 of the Act;
8. arising from, connected with or relating to personal injury, death (other than of the builder or speculative builder), disease or illness of a person or for injury to or impairment of a person's mental condition (unless it is covered by a statutory warranty);
9. connected with or relating to:
  - (a) your failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
  - (b) 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.
10. 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 or prevention of mould, fungus, mildew or spores;
11. for any claims insured under another policy of insurance issued under or pursuant to the Act;
12. for any claims that that the Act allowed to be excluded as at the date the certificate of insurance was issued;
13. relating to:
  - (a) work that was not required to be carried out under the building contract;
  - (b) any obligation outside the scope of normal building practices; or
  - (c) any work that the builder would not be expected to perform in the normal process of building.
14. for loss or damage prior to the date of the building contract.
15. any claim, or circumstances that could give rise to a claim, that was known to you as at the date the certificate of insurance was issued, whether or not that claim or circumstance was stated at the time of applying for this policy (subject to the operation of a statutory warranty).

16. or provide any cover or any benefit, to the extent that:

- (a) to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country; or
- (b) it is illegal for us to do so.

### How long are you covered for?

1. This policy covers loss, damage or expense:
  - (a) for a builder, from the date that a building commencement notice is issued for the work and ending five years from the date of occupancy;
  - (b) for a speculative builder, from the date that the land is transferred to someone else and ending five years from the date of occupancy.

### How long do you have to claim?

1. You must notify us of a claim for loss or damage resulting from all causes (other than incomplete work) within 90 days of when you first became aware of the fact or circumstance giving rise to the claim.
2. If you do not notify us in accordance with clause 1 above, we may refuse to pay the claim.
3. If you notify us of a structural or other defect, you are taken to have given notice of every defect directly or indirectly related to that defect, whether or not the claim for the notified defect has been settled.

### Making a claim

1. You must make a claim by completing our claim form. The claim form is available on our website [www.qbe.com](http://www.qbe.com)
2. In answering any question you must be honest and tell us everything you know. We will use this information to decide whether to pay a claim.
3. 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).
4. You must not make any admissions, offer, promise or payment in connection with any claim.
5. You must comply with your obligations under the policy, otherwise we may not have to pay your claim(s).
6. We will acknowledge receipt of your claim notification within five 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.
7. Within 30 days of receiving all the information necessary to assess your claim, we will notify you if we accept that the builder is dead, has disappeared or is insolvent.

### Failures by the builder

1. We will not either refuse to pay you claim under this policy or reduce any payment under this policy on the ground that the builder or speculative builder:
  - (a) failed to comply with the duty of disclosure; or
  - (b) made a misrepresentation to us.
2. We may, however, recover from the builder or speculative builder any amount we pay under this policy in those circumstances.

## Other important matters

### Enquiries and complaints

1. We believe that it is important that the good relationship we have with our clients is not damaged through any misunderstanding or dispute that may arise from our products or services.
2. Therefore, if you are:
  - (a) uncertain about any aspect of your insurance cover or any claim you have made on this policy; or
  - (b) concerned with delays in processing; or
  - (c) dissatisfied with any response from us or our agents including loss adjusters or investigators;
3. Our contact details are on the first page of this policy.

### Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

#### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit, or claim. You'll find their contact details on your policy documents, letters, or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

#### Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit, or Claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	GPO Box 219, Parramatta NSW 2124

#### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

## More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no cost.

## Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at [customercare@qbe.com](mailto:customercare@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	GPO Box 5218, Sydney NSW 2001

## Our rights and obligations

We may 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.

## 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

1. If we pay a claim, we are entitled to be subrogated to your rights to recover against any other party (including the builder, a speculative builder or their contractors, suppliers, liquidators, administrator or estate) up to the amount we have paid.
2. 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.
3. You must provide us with reasonable assistance to recover damages or contribution from any other person.

## Goods and services tax

1. Despite the other provisions of this policy, our liability to you will be calculated taking into account any input tax credit to which you would have been entitled to for any acquisition which is relevant to your claim.
2. You must tell us whether you were entitled to claim an input tax credit on the premium at the time of making a claim under the policy. If you do not provide us with this information we may deduct up to 1/11th of the amount otherwise payable in settlement of your claim.
3. If you are registered for GST, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an input tax credit on the replacement goods or services.
4. If you were not entitled to an input tax credit on the premium, this will equal the GST credit to which we would have been entitled if you had disclosed your entitlement.
5. If you are only entitled to a partial input tax credit on the premium, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an input tax credit on the replacement goods or services plus the GST credit to which we may have been entitled if you had disclosed your entitlement.

6. Unless stated otherwise, all amounts payable by us under this policy and all policy limits are inclusive of GST.
7. 'GST', 'input tax credit' and 'acquisition' have the meaning given under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## Application of laws

This policy is subject to the law of the Australian Capital Territory, including Commonwealth legislation such as the *Insurance Contracts Act 1984* (Cth).

## References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth or Territory) with materially the same object or purpose whether in whole or in part.

## Conflict with the Act

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

## Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com/au/privacy](http://qbe.com/au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

