



**INSURANCE  
SERVICES**

# **Construction works, public & product liability policy**

## **Platinum Cover**



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 نفي 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, παρακαλείστε 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 पोलिसी 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 ਦਸਿਆ 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

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it is right for You.

### For more information or to make a claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for Your financial services provider are set out in the documentation they give You.

The section titled 'Claims' at the end of this booklet tells You the full details about what You need to do in the event of a claim. If You'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider.

## About QBE

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

### QBE in the community

#### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

## About Aon and HIA Insurance Services

Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141 (Aon) is an Australian financial services licensee under the *Corporations Act 2001* (Cth).

HIA Insurance Services is an authorised representative (AR 275925) of Aon Risk Services Australia Limited. It is part of the Aon Group of Companies, which is a global leader in the design and provision of risk services and products including reinsurance, employee benefits and superannuation.

## Important Information

In this first part of the booklet We explain important information about this Policy including how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

### Duty of disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract. You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### 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)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.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)

### Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If you would like to access or correct your personal information please contact us at [customer@qbe.com](mailto:customer@qbe.com) or on 1300 650 503.

## 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 charge by Us.

### 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 [customer@qbe.com](mailto:customer@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                                    |

## Cooling-off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling-off period, contact Your financial services provider.

You can also cancel Your Policy outside the cooling-off period, see 'Cancelling Your Policy'.

## Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

|        |  |
|--------|--|
| Phone  | 1300 558 849<br>Calls from mobiles, public telephones or hotel rooms may attract additional charges.                                   |
| Online | <a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a> |

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement

Your Policy is an agreement between You and Us, made up of:

- This Policy Wording;
- Your Coverage Summary, which sets out the cover You've chosen and any terms specific to You.

The cover under this Policy is provided during the Period of Insurance, once You've paid us Your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

### Deductible

You must pay any Deductible which applies to Your claim. Any Deductibles which You are required to pay are detailed within this Policy Wording or on Your Coverage Summary.

### How much We'll pay

The most We will pay for a claim is the Sum Insured or Limit of Liability applying to the cover or section which You are claiming, less any Deductible.

### How Goods and Services Tax affects any payments We make

Unless We say otherwise, all amounts in this Policy are inclusive of GST. We require You:

- to advise us if You are registered, or are required to be registered for GST; and
- to provide Your ABN; and
- to advise us of the percentage of any input tax credit You will claim, or will be entitled to claim, on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. The claim settlement amount will be adjusted to allow for any input tax credit that is or may be available.

Unless We say otherwise, all amounts in Your Policy are inclusive of GST. There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend You seek professional advice.

### Paying Your premium

You must pay Your premium by the due date shown on Your Coverage Summary or invoice. If We don't receive Your premium by the date, or if Your payment is dishonoured, this Policy will not operate and there will be no cover.



## General Definitions applicable to Section A – Material Damage and Section B – Legal Liability

Some key words and terms used in this Policy have a special meaning, which are defined below and apply to all Sections of this Policy. Wherever the following words or terms are used, they mean what is set out below:

| Word or term         | Meaning   |
|----------------------|---|
| Act of Terrorism     | an act including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.   |
| Advertising Injury   | <p>liability arising out of one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) defamation except arising out of defamatory statements or disparaging material made or produced prior to the inception date of this Policy or made at Your direction with Your knowledge of the falsity of the statement or material;</li> <li>(b) infringement of copyright, title or slogan;</li> <li>(c) unfair competition, misappropriation of advertising ideas or style of doing business; or</li> <li>(d) invasion of privacy;</li> </ul> <p>committed or alleged to have been committed in any Advertisement and arising out of any advertising activities conducted by You or on Your behalf, in the course of carrying out Your business.</p> <p>For the purposes of this definition, 'Advertisement' means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, Internet, world wide web or exhibit.</p> |
| Aircraft             | any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.   |
| Business             | <p>office and/or workshop activities, Contract Site visits and associated operations in addition to and in connection with the Insured Contract(s) described in the Coverage Summary and including:</p> <ul style="list-style-type: none"> <li>• the ownership and tenancy of premises;</li> <li>• the provision and management of canteen, social, sports, welfare or child care organisations for the benefit of Your Employees and internal first aid, fire and ambulance services, formed with Your consent; and</li> <li>• private work undertaken by Your employees for any director or officer of You or Your subsidiary companies.</li> </ul>   |
| Communicable Disease | <p>any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> <li>(a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and</li> <li>(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and</li> <li>(c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.</li> </ul>   |
| Compensation         | monies paid or agreed to be paid by judgement, award or settlement for Personal Injury or Property damage.  |
| Computer System      | any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.  |

| Word or term        | Meaning  |
|---------------------|--|
| Construction Period | <p>where Runoff cover is selected by You and specified in the Coverage Summary the Construction Period is:<br/>the period commencing:</p> <ul style="list-style-type: none"> <li>(a) on the date of possession of each Contract Site by the Named Insured; or</li> <li>(b) at the commencement date of the Contract Works</li> </ul> <p>provided such date is within the Period of Insurance specified in the Coverage Summary, and expiring:</p> <ul style="list-style-type: none"> <li>(a) on the date the Contract Works have achieved Practical Completion, or up to 90 days after Practical Completion: <ul style="list-style-type: none"> <li>(i) while You have responsibility under the contract for the Contract Works or part of them; or</li> <li>(ii) in the circumstances that: <ul style="list-style-type: none"> <li>(1) the Insured Contract is for domestic dwellings only;</li> <li>(2) You are in dispute with the principal because the principal believes that the Contract Works have not reached Practical Completion and has withheld final progress claim; and</li> <li>(3) You have a financial interest in the Contract Works; or</li> </ul> </li> </ul> </li> <li>(b) on the date those completed portions of the Contract Works are taken over, occupied or put into use by the principal or owner; or</li> <li>(c) after the Maximum Construction Period specified in the Coverage Summary;</li> </ul> <p>whichever occurs first.</p> <p>where Transfer basis is selected by You and specified in the Coverage Summary the Construction Period is:<br/>the period commencing:</p> <ul style="list-style-type: none"> <li>(a) on the date of possession of each Contract Site by the Named Insured, or at the commencement date of Contract Works provided that such date is within the Period of Insurance stated in the Coverage Summary; or</li> <li>(b) on the commencement date of the Period of Insurance where Contract Works on the Insured Contract have already commenced;</li> </ul> <p>whichever is the later, and expiring:</p> <ul style="list-style-type: none"> <li>(a) on the date the Contract Works have achieved Practical Completion, or up to 90 days after Practical Completion: <ul style="list-style-type: none"> <li>(i) while You have responsibility under the contract for the Contract Works or part of them; or</li> <li>(ii) in the circumstances that: <ul style="list-style-type: none"> <li>(1) the Insured Contract is for domestic dwellings only;</li> <li>(2) You are in dispute with the principal because the principal believes that the Contract Works have not reached Practical Completion and has withheld final progress claim; and</li> <li>(3) You have a financial interest in the Contract Works; or</li> </ul> </li> </ul> </li> <li>(b) on the date those completed portions of the Contract Works are taken over, occupied or put into use by the principal or owner; or</li> <li>(c) after the maximum Construction Period specified in the Coverage Summary; or</li> <li>(d) the expiry date of the Period of Insurance specified in the Coverage Summary; or</li> <li>(e) with respect to construction of speculative buildings, the earliest of: <ul style="list-style-type: none"> <li>(i) 12 months from the date of commencement of construction;</li> <li>(ii) the date of sale; or</li> <li>(iii) the date of strata registration;</li> </ul> </li> </ul> <p>whichever occurs first.</p> |
| Contract Site       | the location(s) where any Contract Works are carried out by You within the Territorial Limits.   |
| Contract Value      | the value of the Contract Works specified in the Insured Contract.   |
| Contract Works      | the whole of the works relating to the Insured Contract whether permanent or temporary including all materials incorporated or to be incorporated therein, formwork, falsework, temporary buildings, scaffolding, security fencing, principal supplied materials, fixed appliances and hoardings belonging to You or in Your care, custody or control for the performance of the Insured Contract(s).  |

| Word or term             | Meaning   |
|--------------------------|---|
| Coverage Summary         | the coverage summary or any endorsement attaching thereto issued by HIA Insurance Services.   |
| Current Value            | the cost of replacement of the damaged property at the date of the Damage up to the Contract Value specified in the Coverage Summary. (Subject always to due allowance for wear, tear, depreciation or betterment).   |
| Cyber Incident           | any incident including: <ul style="list-style-type: none"> <li>(a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; or</li> <li>(b) Malware or Similar Mechanism; or</li> <li>(c) programming or operator error whether by the Insured or any other person or persons; or</li> <li>(d) any unintentional or unplanned – wholly or partially - outage of the Insured's Computer System not directly caused by physical loss or damage;</li> </ul> affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.                                 |
| Damage                   | unforeseen physical loss, physical destruction or physical damage.  |
| Deductible               | the amount(s) specified in the Coverage Summary that You must first contribute towards each loss or series of losses resulting from the one original source or cause.   |
| Defects Liability Period | the period: <ul style="list-style-type: none"> <li>(a) during which an Insured Contract legally obliges You to: <ul style="list-style-type: none"> <li>(i) rectify defects, shrinkages, errors, omissions or other faults; and/or</li> <li>(ii) complete Your obligations under the Insured Contract;</li> </ul> </li> <li>(b) commencing on Practical Completion of the Contract Works; and</li> <li>(c) ending on the earlier of: <ul style="list-style-type: none"> <li>(i) the period specified in the Insured Contract for liability for defects;</li> <li>(ii) the maximum period specified in the Coverage Summary for defects liability.</li> </ul> </li> </ul> |
| Display Building         | a completed building used for display, show or presentation purposes and includes: all fixtures, fittings, fixed floor coverings, terraces, paths, in-ground pools, spas, saunas, driveways, retaining walls, gates, fences, masts, aerials and clothes lines.  |
| Electronic Data          | any facts, concepts, and/or information converted to a form usable for communications, displays, distribution, processing by electronic, electromechanical data processing, electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.   |
| Employee                 | any person under a contract of service or apprenticeship with the Named Insured but does not include any person or persons engaged by the Named Insured under such contract who is excluded from the definition of worker under any workers' compensation legislation.  |
| Employment Practices     | any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by You or on Your behalf.   |
| Existing Building        | any permanent building including all fixings and attachments located at the Contract Site prior to the commencement of the Contract Works, which the Named Insured is contractually obliged to insure.  |
| Flood                    | the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> <li>(a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li> <li>(b) any reservoir, canal or dam.</li> </ul>  |

| Word or term                 | Meaning   |
|------------------------------|---|
| Insured Contract(s)          | a contract that is required to be insured by the Named Insured that is within the type, categories and limits described and specified in the Coverage Summary that: <ul style="list-style-type: none"> <li>(a) has an estimated Contract Value not greater than the Maximum Contract Value at commencement of the Contract Works; and</li> <li>(b) has a Construction Period not greater than the Maximum Construction Period; and</li> <li>(c) is not within the type or category of Referral Contracts specified in the Coverage Summary.</li> </ul>  |
| Limit of Liability           | the applicable Limit of Liability specified in the Coverage Summary for Section B.  |
| Major Peril                  | earthquake, storm, tempest, Flood, water, landslip, erosion, subsidence, fire, snow, ice or collapse.   |
| Major Plant                  | cranes, hoists, excavators, loaders, graders, rollers, trenching and piling equipment, concreting plant, lifting devices and mobile construction machinery or vehicles.   |
| Malware or Similar Mechanism | any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'Virus', 'Trojan Horses', 'Worms', 'Logic Bombs' or 'Denial of Service Attack'.   |
| Minor Peril                  | any cause other than a Major Peril or Named Cyclone.  |
| Minor Plant                  | mini-excavators, bobcats, forklifts, tools and non-Major Plant.   |
| Named Cyclone                | any tropical cyclone named by the Australian Bureau of Meteorology, Tropical Cyclone Warning Centre.  |
| Named Insured                | the insured named in the Coverage Summary.  |
| Occurrence                   | an event which results in Personal Injury or Property Damage, neither expected nor intended from Your standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.   |
| Period of Insurance          | the duration of this Policy as specified in the Coverage Summary and any renewal thereof.   |
| Personal Injury              | <ul style="list-style-type: none"> <li>(a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury. In the event of any claims for Personal Injury arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed and to be covered under this Policy that diagnosis must first occur during the Period of Insurance;</li> <li>(b) false arrest, wrongful detention, false imprisonment or malicious prosecution;</li> <li>(c) wrongful entry or eviction;</li> <li>(d) defamation;</li> <li>(e) assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.</li> </ul> |
| Policy                       | includes this Policy wording, Your Coverage Summary and any future documents issued to You which amends the Policy wording or Coverage Summary.   |
| Pollutant                    | any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.  |
| Practical Completion         | the earlier of <ul style="list-style-type: none"> <li>(a) when the Contract Works has been completed except for minor omissions and minor defects which do not prevent the Contract Works from being capable of being occupied or put into use; or</li> <li>(b) when the certificate of Practical Completion is issued.</li> </ul>  |
| Product(s)                   | any good(s), product(s) or property of the Named Insured (after they have ceased to be in Your possession or under Your control), which are deemed to have been manufactured, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You, including the Insured Contract upon Practical Completion.  |

| Word or term                     | Meaning   |
|----------------------------------|---|
| Property Damage                  | <p>(a) physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or</p> <p>(b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.</p>   |
| Referral Contract(s)             | any contracts that do not fall within the description of Insured Contract(s) outlined in the Coverage Summary including but not limited to those Referral Contracts detailed in the Coverage Summary.   |
| Replacement Value                | <p>(a) where property is lost or destroyed;</p> <p>(i) in the case of a building, the rebuilding thereof; or</p> <p>(ii) in the case of property other than a building, the replacement thereof, by similar property,</p> <p>to in either case a condition equal to but not better or more extensive than its condition when new.</p> <p>(b) where property is damaged;</p> <p>(i) the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.</p>   |
| Speculative Building             | a completed habitable sealed structure consisting of a roof and walls, awaiting sale to a party not defined as You, Your, Insured within this Policy.   |
| Sum Insured                      | the value insured for each of the insured items specified in the Coverage Summary.  |
| Territorial Limits               | anywhere within Australia or its territories unless otherwise specified in the Coverage Summary.  |
| Testing and Commissioning Period | <p>the period which commences when live load is introduced, including the use of gas, electricity, water, utilities, feedstock or other materials for processing or other media to simulate working conditions and ends:</p> <p>(a) at the completion of testing and commissioning under the Insured Contract; or</p> <p>(b) at the expiration of the maximum Testing and Commissioning Period specified in the Coverage Summary; or</p> <p>(c) at the expiration of the Construction Period specified in the Coverage Summary for each Insured Contract;</p> <p>whichever occurs first.</p> <p>Simple functional testing without the application of live load or simple functional checks of components of individual machines which do not involve any loading are not considered part of the Testing and Commissioning Period.</p> |
| Turnover                         | <p>where Runoff cover is selected and detailed in the Coverage Summary:</p> <ul style="list-style-type: none"> <li>the total value of all Insured Contracts (excluding GST) commenced including all materials components and principal supplied items on contracts indemnifiable under this Policy during the Period of Insurance; or</li> </ul> <p>where Transfer basis is selected and detailed in the Coverage Summary:</p> <ul style="list-style-type: none"> <li>the total expended value of all Insured Contracts (excluding GST) including all materials components and principal supplied items on contracts indemnifiable under this Policy during the Period of Insurance.</li> </ul>   |
| Watercraft                       | any vessel, hovercraft, craft or thing made or intended to float on or in or travel on or through or under water.   |
| We, Our, Us                      | QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.   |
| Workers' Compensation Law        | any law relating to compensation for injury to workers or employees.  |

| Word or term       | Meaning  |
|--------------------|--|
| You, Your, Insured | <p>the person or entities described in (a) to (d) below.</p> <ul style="list-style-type: none"> <li>(a) the Named Insured in the Coverage Summary;</li> <li>(b) additional Insured(s) with whom the Named Insured has entered into a contract for the performance of any part or parts of the Contract Works, but only to the extent required by the Insured Contract including: <ul style="list-style-type: none"> <li>(i) any Principal;</li> <li>(ii) any head contractor;</li> <li>(iii) any project manager;</li> <li>(iv) any sub-contractors not being specified in the Coverage Summary as the Named Insured but with whom the Named Insured has entered into a contract provided that: <ul style="list-style-type: none"> <li>&gt; their interests are required by such contract to be insured jointly by the Named Insured; and</li> <li>&gt; only to the extent required by the contract; and</li> <li>&gt; in respect of work performed as a part of the Contract Works whilst at the Contract Site.</li> </ul> </li> </ul> </li> <li>(c) any office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the insured parties shown in paragraphs (a) and (b) in respect of claims arising from their duties connected with the activities of any such club, organisation or service;</li> <li>(d) any professional consultants, engineers, architects, manufacturers, suppliers or distributors required by the Insured Contract to be included as an insured party, but solely for their manual on site activities associated with the Contract Works while at the Contract Site.</li> </ul> |

## Section A – Material Damage

### What You are insured against

#### Contract Works

We will indemnify You, in accordance with the basis of settlement, for Damage, not otherwise excluded:

- (a) to the Contract Works happening at the Contract Site during the Construction Period;
- (b) during testing and commissioning of the Contract Works (where specified in the Coverage Summary) by their own electrical or mechanical breakdown, failure or derangement, provided that such Damage:
  - (i) arises out of testing or commissioning at the Contract Site; and
  - (ii) occurs during the Testing and Commissioning Period.
- (c) to the Contract Works, which manifests itself during the Defects Liability Period provided such Damage originates from a cause arising out of the:
  - (i) Contract Works carried out by You during the Construction Period at the Contract Site; or
  - (ii) course of operations carried out by You in complying with the requirements of the defects liability clause(s) of the Insured Contract at the Contract Site.

Provided always, that Our liability for any one loss in respect to (a), (b) and (c) above will not exceed the Total Sum Insured specified in the Coverage Summary.

#### Major and Minor Plant

We will indemnify You, in accordance with the basis of settlement, for Damage not otherwise excluded, occurring during the Period of Insurance to:

- (a) Major Plant owned by the Named Insured and/or hired in whilst on or about the Contract Site, which either belong to the Named Insured or the Named Insured has a contractual obligation to insure; and
- (b) Minor Plant owned by the Named Insured and/or hired in and used in the performance of the Business anywhere within the Territorial Limits and provided that such Minor Plant are, when not in use, kept out of sight and in a locked secure receptacle.

Provided always, that Our liability for any one loss in respect of (a) and (b) above will not exceed the sub-limits in the Coverage Summary for Major Plant and Minor Plant respectively.

## Additional Insured Items

Following Damage to the Contract Works indemnified within this Policy, We will indemnify You for the Additional Insured Items as defined below, up to the amount specified in the table below, or such amount specified in the Coverage Summary, whichever is greater;

| Additional Insured Items | Definition  | Maximum Total Sum Insured or percentage of Contract Value (unless otherwise specified in the Coverage Summary) |
|--------------------------|---|--|
| Expediting Expenses      | <p>the costs of express delivery within Australia, overtime rates of wages, the hire of additional labour and equipment and the costs of purchasing resources necessary to reinstate, repair or replace Damage to any item of the Contract Works indemnified within this Policy. Express delivery shall include carriage by air freight within Australia by use only of licensed airline(s) operating a regular scheduled service, but not aircraft chartered specifically for such carriage.</p> <p>Expediting expenses will not include reimbursement solely to compensate for a delay in completion of the Contract Works.</p> | 10 percent of the Contract Value   |
| Mitigation Expenses      | the costs and expenses necessarily and reasonably incurred by You, in containing, mitigating, suppressing, protecting or preventing imminent or further Damage (indemnifiable under this Policy, or would be indemnifiable but for the suppression, containment or protection from such Damage) to the Contract Works.  | 5 percent of the Contract Value  |
| Professional Fees        | architects, engineers, surveyors, consultant's fees necessarily incurred by You for the replacement or repair of any item of the Contract Works due to Damage, but excluding any fees incurred for the preparation of a claim or estimation of a loss.  | 10 percent of the Contract Value   |
| Removal of Debris        | <p>the demolition and disposal of Contract Works and the removal of debris, where necessary to enable the Contract Works to be restored or replaced and the costs and expenses necessarily and reasonably incurred by You in removing silt and debris, regaining access to the works and restoring original working conditions.</p> <p>We agree to pay such costs and expenses even if no actual Damage has occurred to the Contract Works.</p>   | 10 percent of the Contract Value   |
| Search and Locate Costs  | <p>leak search costs incurred following irregularities discovered during hydrostatic or similar testing procedures.</p> <p>such costs include,</p> <ul style="list-style-type: none"> <li>(a) the necessary cost of leasing or hiring special apparatus, cost of operation thereof and transport of such apparatus;</li> <li>(b) the cost of all associated earthworks</li> </ul> <p>and are payable notwithstanding that Damage may not have occurred to the Contract Works.</p>   | \$50,000   |
| Access Costs             | <p>the cost of de-watering, demolition or removal of undamaged parts of the Contract Works necessary to:</p> <ul style="list-style-type: none"> <li>(a) provide initial access to; and</li> <li>(b) allow repairs to be effected to</li> </ul> <p>the completed sections of the Contract Works whether damaged or undamaged solely as the result of Damage.</p>   | \$25,000   |



| Additional Insured Items  | Definition   | Maximum Total Sum Insured or percentage of Contract Value (unless otherwise specified in the Coverage Summary) |
|---------------------------|--|--|
| Inflation Protection      | <p>the amount by which the ultimate cost of construction of those parts of the Contract Works not suffering such loss or Damage and being unbuilt or incomplete at the date of the Damage should exceed the cost of construction had no such Damage or consequent delay occurred.</p> <p>Provided always that:</p> <ul style="list-style-type: none"> <li>(a) The indemnity provided by this Additional Insured Item shall apply to the net increase in costs caused by the inflationary effect of escalation in the costs of labour, materials and services which the Insured shall prove to be a direct result of the delay consequent upon indemnifiable Damage;</li> <li>(b) No indemnity is given under this Additional Insured Item in respect of increased construction costs incurred: <ul style="list-style-type: none"> <li>(i) in consequence of any other delay not referred to above;</li> <li>(ii) by reason of any improvement or change in methods of working or construction;</li> <li>(iii) in redesigning the Contract Works, or incurred as a result of such redesign;</li> <li>(iv) for acceleration of the progress of the Contract Works or to expedite repairs or to progress the Contract Works at a faster rate than previously achieved;</li> </ul> </li> <li>(c) No indemnity is provided in respect of the payment of penalties or liquidated damages under the Contract, nor in respect of costs incurred to avoid such payment;</li> <li>(d) We shall, upon admission of liability to indemnify You, be subrogated to any right that the You may have to recover any net increase in construction cost from another party.</li> </ul> |  |
| Government and other fees | <p>any fee, contribution or other impost payable to any government, local government or other statutory authority, where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate the Insured Contract(s).</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) We will not be liable for payment of any fines and/or penalties imposed upon You by any such bodies; and</li> <li>(b) Our liability in respect of such fees will not exceed the percentage stated in the Coverage Summary of the value of the Insured Contract at the worksite or situation where the damage occurs.</li> </ul>   |  |
| Fire extinguishment costs | <p>costs and expenses necessarily and reasonably incurred for the purpose of:</p> <ul style="list-style-type: none"> <li>(a) extinguishing fire at or in the vicinity of Insured Contract(s) or threatening to involve such Insured Contract(s); or</li> <li>(b) preventing or diminishing Damage to Insured Contract(s) by any peril insured against by the Policy, including Damage to gain access and the cost of replenishment of fire fighting appliances; and</li> <li>(c) charges incurred for the purpose of shutting off the supply of water or other substance following discharge (accidental or otherwise) from any fire protective equipment or otherwise escaping from intended confines.</li> </ul>   |  |

## Additional Benefits

We will indemnify You up to the limits as specified in the table below for the Additional Benefits as defined.

| Additional Benefit      |  | Maximum Total Sum Insured or percentage of Contract Value (unless otherwise specified in the Coverage Summary)   |
|-------------------------|--|--|
| Contract Value Increase | where during the Construction Period there is an increase in the value of an Insured Contract, the Contract Value as specified in the Coverage Summary will automatically increase.  | 15 percent of Contract Value   |
| Display Building(s)     | <p>Damage to Display Buildings and/or contents occurring during the Period of Insurance.</p> <p>Contents shall include but not be limited to fine art, painting, works of art, antiques or curios.</p> <p>Provided always that the cover provided under this Additional Benefit will only apply where Display Buildings are kept in a locked and secure manner with appropriate smoke alarm and firefighting facilities in place.</p>  | <p>\$500,000 each and every Display Building</p> <p>\$50,000 for contents contained within an individual Display Building</p> <p>\$1,000 for any one article up to a maximum of \$10,000 for fine art, painting, works or art, antique or curios arising from any one event</p> <p>The total aggregate amount payable during any one Period of Insurance for all Claims shall not exceed \$1,500,000</p> |
| Existing Building       | <p>Damage to Existing Buildings located on or about the Contract Site for which You are contractually responsible.</p> <p>Provided that We will not indemnify You for Damage to:</p> <ul style="list-style-type: none"> <li>(a) the building(s) where they have not been made waterproof and secured at the close of each days work; and/or</li> <li>(b) wall and floor finishes or covering or any contents therein;</li> </ul> <p>Subject to:</p> <ul style="list-style-type: none"> <li>(a) the limit specified in the Coverage Summary for Existing Buildings Limit any one building;</li> <li>(b) a total annual aggregate limit specified in the Coverage Summary for all claims under this Additional Benefit.</li> </ul>   |  |
| Materials in storage    | <p>Damage to materials in storage away from the Contract Site but within the Territorial Limits and to be used in the Contract Works whilst awaiting transit to the Contract Site.</p> <p>Provided that cover will cease under this Additional Benefit once materials are loaded for transit to the Contract Site.</p>   | Contract Value   |
| Materials in Transit    | <p>Damage to materials to be used in the Contract Works whilst in transit arising from fire, tempest, Flood, collision and overturning of the conveyance or by theft or malicious damage.</p> <p>Provided that cover:</p> <ul style="list-style-type: none"> <li>(a) is subject to Damage to the item occurring whilst it is being transported to the Contract Site;</li> <li>(b) is for Damage arising within the Territorial Limits;</li> <li>(c) commences upon commencement of the loading of the materials for transportation in an undamaged condition;</li> <li>(d) continues during transit by road, rail, internal waterway or by a licensed airline operating a regular scheduled service (including trans-shipment incidental thereto); and</li> <li>(e) ends with the unloading at the Contract Site.</li> </ul> | Contract Value   |

| Additional Benefit    |  | Maximum Total Sum Insured or percentage of Contract Value (unless otherwise specified in the Coverage Summary) |
|-----------------------|--|--|
| Undamaged Foundations | <p>where the Contract Works are</p> <ul style="list-style-type: none"> <li>(a) destroyed but the foundations are not destroyed; and</li> <li>(b) due to the exercising of statutory powers and/or delegated legislation and/or authority by any government or authority the reinstatement or replacement of the Contract Works is required to be carried out upon another site;</li> </ul> <p>the abandoned foundations will be considered as being lost or destroyed.</p> <ul style="list-style-type: none"> <li>(c) where the presence of the abandoned foundations increases the resale value of the original Contract Site, then such increase in resale value shall be regarded as salvage and the amount thereof shall be deducted from the payment to You.</li> </ul> <p>'foundations' are deemed to include services such as, but not limited to, conduits, pipes, cables and wiring built into the footings and foundations (including concrete floor slabs).</p> |  |

## Basis of Settlement

The Basis of Settlement for Damage:

- (a) to the Contract Works, Existing Buildings(s) and Display Building(s):
  - (i) where there is Damage which can be repaired, the cost of repairs necessary (including a reasonable margin for overhead costs and profit) to restore the damaged section to the condition immediately before the Occurrence of the Damage, less any salvage; or
  - (ii) in the case of a total loss, the Replacement Value of the damaged section of the Contract Works, Existing Building or Display Building.
- (b) to Major Plant and Minor Plant (if specified in the Coverage Summary as insured):
  - (i) in the case of repairable Damage We will pay;
    - (1) the reasonable cost to repair the damaged item(s) to its former state of serviceability; and
    - (2) the cost(s) of dismantling, re-erection, ordinary freight to and from a repair workshop, custom duties or other imposts levied when incurred for the purpose of effecting repairs provided that the Sum Insured is not otherwise exhausted; and
    - (3) the cost of material and wages incurred for the purpose of the repairs, plus a reasonable amount to cover overhead charges where repairs are carried out in a workshop owned by You.
  - (ii) no deduction will be made for depreciation of parts replaced, but the value of any salvage will be taken into account;
  - (iii) if the estimated cost of repairs equals or exceeds the Replacement Value of the insured item immediately before the Damage occurred, then We will regard the item as destroyed;
  - (iv) in the case where an item is destroyed or lost We will pay the Replacement Value of the item at the time of Damage, including the reasonable costs of ordinary freight and erection if they have been included in the Sum Insured.

The Basis of Settlement detailed in (a) and (b) is subject to:

- (a) the costs claimed having been issued to You for payment and to the extent to which they are included in the Sums Insured;
- (b) all Damage which can be repaired must be repaired, but if the cost of repairing any Damage equals or exceeds the Replacement Value of the damaged section of the item immediately before the Occurrence of the Damage, the Basis of Settlement will be as provided for under (a) (ii) and (b) (iv) above.

We will not be liable to make any payment under this Policy unless You have produced to all accounts, invoices, receipts and other documentation, indicating that repairs have been effected or replacement has taken place.

The amount of each claim will be reduced by the amount of the Deductible.

## Conditions which apply to Section A – Material Damage

The following Conditions apply to this Policy Section A – Material Damage. There are also General conditions which apply to all sections of this Policy and are detailed separately.

### Adequacy of Sum Insured

Where specified in the Coverage Summary or Policy wording, the Sums Insured selected by You, for the following insured items must not be less than:

- (a) the Replacement Value for Existing Buildings located on or about the Contract Site;
- (b) the Replacement Value for individual Display Buildings within the Territorial Limits;
- (c) the Replacement Value for Major Plant used on or about the Contract Site.

If in the event of Damage it is found that the Sums Insured are less than 90% of the amounts required to be insured as per (a), (b) and (c) above, the amount recoverable by You under this Policy in respect of Major Plant and Additional Benefits will be reduced by such proportion as the Sums Insured bears to 90% of the amounts required to be insured.

Provided that the above will not apply if the cost to repair or replace the Damage does not exceed 5% of the Replacement Value of (a), (b) or (c) above.

### Reinstatement of Contract Value or Sum Insured

Following any Damage, the Contract Value or the Sum Insured will be automatically reinstated, after You pay an additional Premium calculated on the amount of Damage applied to a rate not less than pro-rata of the rate agreed for the Period of Insurance calculated from the date of such Damage to the expiry of the Period of Insurance.

### Loss accumulation

For the purpose of the application of the Deductible any Damage arising during any one period of 72 consecutive hours caused by a Major Peril or Named Cyclone will be deemed to be a single event and constitute one loss. You may select the time from which any such period will commence but no two such selected periods will overlap.

### Occupy and Operate Extension

Where the Contract provides for staged works and allows for partial occupation thereof pending Practical Completion of the Insured Contract as a whole, We grant permission to the principal and/or owner, to occupy and operate any separable part of the Contract Works, and such occupancy or operation shall not constitute final acceptance of the Contract Works, with such separable part remaining insured under the Policy in advance of Practical Completion being achieved for the Insured Contract as a whole.

## Exclusions which apply to Section A – Material Damage

The following exclusions apply to this Policy Section A – Material Damage.

There are also exclusions which apply exclusively to Section B – Legal Liability and General Exclusions which apply to all sections of this Policy and are detailed separately.

We will not be liable for:

### Breakdown

Damage caused by electrical or mechanical breakdown to the Contract Works, machinery, plant or equipment, Major Plant or Minor Plant unless indemnified during the Testing and Commissioning Period.

### Cash or bank notes

Damage to cash, bank-notes, treasury-notes, cheques, postal-orders, money-orders, stamps, deeds, bonds, bills of exchange, promissory notes or securities.

### Consequential Loss

Consequential loss or loss of use, penalties, fines, liquidated damages or aggravated, punitive or exemplary damages.

### Corrosion and Deterioration

Damage caused by corrosion, oxidation, wear and tear or any form of non-sudden deterioration or change in atmospheric conditions.

### Design exclusion 5 (DE 5 1995)

(a) the cost necessary to replace, repair or rectify any Contract Works which are defective in design plan specification materials or workmanship.

(b) Damage to the Contract Works caused to enable replacement repair, or rectification of such defective Contract Works;

but should Damage to the Contract Works which is free of such defective condition (other than Damage as defined in clause (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from and those additional costs of improvements to the original design plan specification materials or workmanship.

For the purpose of the Policy and not merely this exclusion the Contract Works shall not be regarded as Damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Contract Works or any part thereof or at the option of the Named Insured the following exclusion 2, Defects (DE 4 1995), shall operate in place of exclusion 1, Defects (DE 5 1995).

### Design exclusion 4 (DE 4 1995)

Damage to and the cost necessary to replace, repair or rectify;

(a) any component part or individual item of the Contract Works which is defective in design plan specification materials or workmanship.

(b) that part or parts of the Contract Works lost or damaged to enable the replacement repair or rectification of Contract Works excluded by clause (a) above.

Clause (a) above shall not apply to other parts or items of the Contract Works which are free from defect but are Damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion the Contract Works shall not be regarded as Damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Contract Works or any part thereof.

### Electronic Data

Damage to Electronic Data.

provided this exclusion does not apply to Damage arising out of:

- (i) fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption;
- (ii) impact, aircraft and/or other aerial device and/or articles dropped therefrom;
- (iii) sonic boom;
- (iv) theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data;
- (v) breakage of glass;
- (vi) the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising;
- (vii) storm and/or tempest and/or rainwater and/or wind and/or hail;
- (viii) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

**Inventory**

Damage discovered only at the time an inventory is taken unless such Damage can be attributed to burglary.

**Legal Liability**

Legal liability resulting from any event.

**Pests, Vermin and Biological contaminants**

Damage caused by biological contaminants, mould, mildew, fungus, vermin, termites, moths or other pests or insects.

**Registered Vehicles**

Damage to vehicles registered for general road use, unless such vehicles are in use on or about the Contract Site in direct connection with the Contract Works.

**Temporary repairs**

Any temporary repairs, unless such repairs are necessary to prevent further Damage to the Contract Works and are insured elsewhere in the Policy.

**Testing and commissioning**

Damage caused during testing and /or commissioning:

- (a) by intentional overloading, overheating or experimental operation;
- (b) for which the supplier or manufacturer is responsible by law or under contract; or
- (c) to the Contract Works which is second hand or prototypical in nature.

**Transit**

Damage to materials in transit outside of the Commonwealth of Australia.

**Upkeep**

The normal upkeep or routine making good of the Contract Works.

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## Section B – Legal liability

### What You are insured against

#### Legal Liability

We will indemnify You for all sums which You become legally liable to pay by way of Compensation, and all costs awarded against You, in respect of Personal Injury, Property Damage or Advertising Injury caused by an Occurrence within the Territorial Limits happening:

- (a) during the Construction Period and, where applicable, the Defects Liability Period, in connection with the carrying out of the Insured Contract(s) specified in the Coverage Summary; and
- (b) during the Period of Insurance in connection with the Named Insured's Business and product(s).

#### Limit of Liability

Our maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Liability specified in the Coverage Summary.

Our total aggregate liability during the Period of Insurance for all claims arising out of Your product(s) will not exceed the Limit of Liability specified in the Coverage Summary.

#### Defence of claims

In addition, We agree to:

- (a) defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury or Property Damage even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit;
- (b) pay all legal costs and expenses incurred by Us and all interest accruing after judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability;
- (c) reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent;
- (d) pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973* (Cth));
- (e) all reasonable costs and expenses You incur for legal representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction in relation to the death of or injury to any person in the performance of the Contract Works.

Provided that:

- (a) We will not be obliged to pay any claim or judgement or to defend any claim or legal action if the Limit of Liability has been exhausted by payment of judgements or settlements;
- (b) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under this Policy Section B will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The costs incurred in the defence of claims are payable by Us in addition to the Limit of Liability.



## Exclusions which apply to Section B – Legal Liability

The following exclusions apply to this Policy Section B – Legal Liability. There are also General Exclusions which apply to both Section A and B of the Policy detailed separately.

We will not provide indemnity in respect of claims directly or indirectly for:

### Asbestos

Asbestos in whatever form or quantity including claims arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos.

### Contractual liability

Any obligation assumed by You under any agreement or contract which requires You to:

- (a) effect insurance over property, either real or personal;
- (b) assume liability for Personal Injury or Property Damage regardless of fault.

However, this exclusion shall not apply to:

- (a) liabilities that would have been implied by law in the absence of such contract or agreement;
- (b) contracts designated in the Coverage Summary; or
- (c) liability regarding a warranty of fitness or quality as regards Your products which is implied by law.

### Contract Works (Insured Contracts)

- (a) damage during the Construction Period and/or Defects Liability Period to Contract Works, Existing Buildings, or Your products or work completed by or for You; or
- (b) any costs or expenses incurred in repairing, replacing, making good any of Your products (however, this exclusion shall not apply to any consequent Property Damage to Your Products resulting from faulty design, plans, specifications, workmanship or materials); or
- (c) making any refund in respect of Your products or such work.

### Dial Before You Dig

Any claim arising from the presence of pre-existing underground services, cables, pipes property and/or structure of any kind unless prior to the commencement of any work You or others on Your behalf:

- (a) have enquired by written request with the relevant public authorities or 'Dial Before You Dig' information service or owners of such pre-existing underground services;
- (b) have obtained from relevant public authorities or 'Dial Before You Dig' information service or the owners of such underground services written confirmation of the exact position of such services; and
- (c) have subsequently verified the location of such underground services and indicated the location in situ.

### Electronic Data

- (a) communication, display, distribution or publication of Electronic Data, provided that this exclusion does not apply to Personal Injury resulting therefrom;
- (b) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- (c) error in creating, amending, entering, deleting or using Electronic Data;
- (d) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

## Employment liability

- (a) Personal Injury to any of Your Employees arising out of, or in the course of their employment in Your Business for Your Business activities;
- (b) Personal Injury to any person who is deemed to be Your Employee pursuant to any legislation relating to workers' compensation;
- (c) which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not You are a party to such policy of insurance;
- (d) the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
- (e) Employment Practices;

provided that if You are:

- (a) required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- (b) not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a worker or employee for the purposes of the relevant Worker's Compensation Law or the Personal Injury is not an injury which is subject to such law;

then this Policy will respond to the extent that Your liability would not be covered under such fund, scheme, policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such law.

## Faulty workmanship

The cost of rectifying faulty design, plans, specifications, workmanship or materials, including the cost of rectifying any part of the Contract Works lost or damaged to enable the rectification.

This exclusion does not extend to any consequent Personal Injury or Property Damage.

## Fines, penalties

Fines, penalties, liquidated damages or aggravated, punitive or exemplary damages.

## Hot works, cutting, heating or welding

Personal Injury or Property Damage caused by, resulting from or in connection with cutting, welding and/or heating or similar activity where such activity is not carried out in strict compliance with the requirements of Australian Standards – Safety in welding and allied processes Fire precautions AS 1674.1-1997 or any other current Australian Standard in relation to such activities.

## Loss of use

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) the failure of your product, or work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. However, this exclusion does not include loss of use of other tangible property resulting from the sudden unexpected or unintended physical damage to or destruction of Your products, or work performed by You or on Your behalf, after such products or work have been put to use by a third party.

## Pollution

- (a) Personal Injury or Property Damage arising from the discharge, dispersal, release, see page, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.
- (c) the actual, alleged or threatened discharge, dispersal, release, see page, migration or escape of Pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by You or on Your behalf.

Our liability under (a) and (b) above in respect of any one discharge, dispersal, release, see page, migration or escape and for all discharges, dispersals, releases, and escape of Pollutants during any one Period of Insurance will not exceed the Limit of Liability specified in the Coverage Summary.

## Product guarantee

Personal Injury or Property Damage occurring as a consequence of the failure of any of Your product(s), or any part thereof, to fulfil the purpose for which it was intended to perform as specified, warranted, guaranteed or contractually required by You or which is imposed by law or statute.

## Product recall

Any costs, expenses or damages for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Your product(s) or work completed by You or on Your behalf or any property of which Your product(s) or work form a part, if such product(s), work or property are recalled from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein.

**Professional liability**

Arising out of a breach of the duty in the conduct of Your profession by You and/or persons for whose breaches of such duty You may be legally liable.

However, this exclusion does not apply to claims for Personal Injury or Property Damage arising out of such breaches of duty.

**Property in custody or control**

Property Damage to:

- (a) property owned by or leased or rented to You; or
- (b) property in Your physical or legal control.

But this exclusion does not apply to:

- (i) premises which are leased or rented by You for the purpose of your Business; or
- (ii) liability for Property Damage to other property temporarily in Your physical or legal control for use in connection with the Insured Contract(s) described in the Coverage Summary.

Provided that Our liability with respect to (ii) above does not exceed \$100,000 for any one Occurrence and in the aggregate for any one construction.

**Vehicles**

Any claim arising from the ownership, possession, operation, maintenance or use by You of any vehicle:

- (a) which is registered or which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Provided that (a) and (b) above do not apply to vehicles whilst being on or about any Contract Site in direct connection with Your Business.

## Conditions which apply to Section B – Legal Liability

The following conditions apply to this Section B of the Policy. There are also General Conditions which apply to both Sections A and B of this Policy detailed separately.

### Cross Liability

Where more than one party comprises the insured each of the parties will be considered as a separate and distinct unit and the word 'insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them provided that nothing in this clause will result in an increase of the Limit of Liability in respect of any Occurrence or Period of Insurance specified in the Coverage Summary.

### Discharge of liabilities

We may at any time pay to You in respect of all claims arising from an Occurrence the balance of the Limit of Liability or any smaller sum for which the claim or claims can be settled.

Upon that payment We will relinquish conduct or control of and be under no further liability under this section in connection with those claims except for costs, charges and expenses:

- (a) recoverable from You for all or part of the period to the date of such payment;
- (b) incurred by Us;
- (c) incurred by You with Our written consent prior to the date of such payment.

The sum for which the claim or claims can be settled is either:

- (a) the amount for which the claimants offer to settle all claim or claims; or
- (b) the amount assessed by a Senior Counsel, taking into account:
  - (i) the economics of the matter;
  - (ii) the damages and costs which the claimants are likely recover by;
  - (iii) the likely defence costs; and
  - (iv) your prospects of successfully defending the claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your defence costs.

## General Exclusions

The following General Exclusions apply to this Policy. There are also exclusions which apply exclusively to Section A – Material Damage and Section B – Legal Liability which are detailed separately.

### Cessation of work

This Policy does not provide indemnity in respect of claims directly or indirectly for Damage or liability where there has been abandonment of the Contract Works or cessation of the work (other than delay due to insured Damage) exceeding 60 days.

### Communicable Disease

We will not indemnify You for any loss, Damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence.

### Cyber Incident

We will not indemnify You for any loss, Damage, liability, claim cost or expense that is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

### Radioactivity

This Policy does not provide indemnity in respect of claims directly or indirectly for liability directly or indirectly caused by, contributing to or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the Combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other perilous properties of any nuclear assembly or nuclear component thereof;

For the purpose of this exclusion 'Combustion' shall include any self-sustaining process of nuclear fission.

### Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that 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.

### Terrorism

This Policy does not provide indemnity in respect of claims directly or indirectly for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### War

This Policy does not provide indemnity in respect of claims directly or indirectly for 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.

### Water and Aerial Craft

This Policy does not provide indemnity in respect of claims directly or indirectly for claims arising out of:

- (a) Watercraft exceeding eight metres in length;
- (b) Aircraft; or
- (c) Any aerial device.

## General Conditions

The following General Conditions apply to the Policy.

### Assistance and co-operation

You must provide reasonable assistance to Us, including:

- being truthful and frank at all times;
- telling Us as soon as possible if You've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if We ask You to;
- appearing in court and giving evidence if needed;
- responding to Our requests as soon as possible;
- fully co-operating with Us, even after We've paid a claim.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards Us, Our representatives, repairers or third parties involved in an incident.

If You don't cooperate in any of these ways, it may delay Your claim, or We may reduce or refuse to pay Your claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or Your liability to which Your failure to take reasonable care is a contributing factor. At all times, You must:

- prevent damage to property insured;
- minimise the cost of any claim under Your Policy.

### Changes to risk

If there is any material change in the risk, or the nature of the risk, as disclosed to Us at the commencement or renewal of this Policy or in the Coverage Summary:

- You must notify Us, by providing us full details of the change.
- You must:
  - take such additional precautions to minimise the risk that are reasonable in all the circumstances; and
  - comply with Our reasonable directions or requirements.
- We may adjust the indemnity and/or the premium accordingly.

We will not pay for damage, injury, loss or Your liability if You make or allow any material alteration that increases the risk, that We have not agreed.

### Contracts covered

We will only indemnify You for the type of Insured Contract(s) specified in the Coverage Summary. Contract(s) that are outside the Insured Contract(s) description specified in the Coverage Summary or have an estimated Contract Value at commencement greater than that stated in the Coverage Summary may be subject to revised terms and conditions or cancelled in full as We see fit, unless notified to Us and agreed by Us.

### Declaration, premium and adjustment

The declaration and premium adjustment will be in accordance with the Construction Period specified in the Coverage Summary.

Within thirty days of expiry of the Period of Insurance specified in the Coverage Summary or thirty days from cancellation or non-renewal of this Policy You will provide Us with a declaration in the form We request setting out:

- (i) the actual Turnover; and
- (ii) if applicable, the actual value of Major Plant and Minor Plant during the Period of Insurance and in accordance with the basis of settlement; and
- (iii) if applicable, the total value of payments made to contractors, sub-contractors or labor hire engaged during the Period of insurance and under Your direct supervision.

Subject to the minimum and deposit premium, the premium will be adjusted by applying the rates specified in the Coverage Summary to (i) above and if applicable, (ii) and (iii) above. The actual premium calculated will be compared to the estimate premium paid at the beginning of the Period of insurance and You must pay or We will refund the difference as the case may be.

You will pay the difference as calculated by Us within thirty days of the date that a request for payment is given to You.

If, upon expiry of the Period of Insurance, You fail to declare the Turnover for any Insured Contract undertaken during the expiring Period of Insurance, this may prejudice Your cover with respect to such Insured Contract.

**Interests of other parties**

We will not insure the interests of any third party under this Policy unless notified to Us and agreed by Us.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of Your Policy in relation to any claim they make.

**Jurisdiction**

Any dispute(s) arising out of or in relation to this Policy must only be subject to determination by a competent court of jurisdiction within Australia.

**Minimum and Deposit Premium**

Unless otherwise specified in the Coverage Summary this Policy is subject to a minimum and deposit premium as specified in the Coverage Summary.

**Our right of inspection**

We will be permitted, but not obliged, to inspect Your property and operations at any time, subject to reasonable notice. Neither Our right to make inspections nor the making of such inspection or any report will constitute an undertaking to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

You will allow Us to take possession of any damaged property and deal with it in a reasonable manner. If We do not take possession of the damaged property, You cannot abandon Your responsibilities for the property.

**Partial occupation of works**

If the whole or any part of the Contract Works insured by this Policy is taken over, occupied, or put into use by You or others prior to completion, We will not be liable for any Damage or liability in respect of the occupants or their property, arising from the taking over, occupancy or use of any part of the Contract Works.

**Reasonable care and precautions**

You shall take all reasonable care and precautions:

- (a) to prevent Personal Injury and Property Damage;
  - (b) to comply with all laws and statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property;
  - (c) to employ competent Employees;
  - (d) to maintain all premises, fittings and plant and everything used in the Contract Works in sound condition; and
  - (e) to ensure that the operations at the Contract Site are at all times carried out, so as to minimize the risk of any claim being made under this Policy.
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## Claims Conditions

This section describes what You must do, as well as conditions that apply when You make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### What You must do

If anything happens that gives rise to or is likely to give rise to a claim You must:

- (a) tell Us about it as soon as practicable;
- (b) take reasonable steps to prevent further loss;
- (c) in the event of damage caused by theft or burglary, inform the police, and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss;
- (d) if required, carry out repairs or make good any minor damage, but in all other cases You must preserve the damage or defective parts for inspection by Our representatives, and at all reasonable times permit Us or Our agents to enquire into, investigate and examine the circumstances of any loss;
- (e) furnish all such proof, information and declarations with respect to the claim as We may reasonably require,
- (f) send Us as soon as practicable on receipt any writ, summons or notice of other proceedings, which may be commenced against You or the principal; and
- (g) give us all relevant information and reasonable assistance to enable Us to settle any claim or institute proceedings.

### What You must pay when You make a claim (Deductible)

This is the amount shown in the Coverage Summary under 'Deductible' for which We will have no liability in respect of each and every type of loss shown in the Coverage Summary.

Such amounts will not be cumulative in respect of any claim or series of claims arising from one Occurrence or event. If more than one Deductible applies for any claim arising from one original source or cause, such amounts will not be aggregated within each Policy Section, and the highest single level of Deductible only will apply. Only one Deductible will apply for Section A and one Deductible will apply for Section B.

For claims under Section A, the amount We pay will be reduced by the amount of the Deductible. For claims under Section B, You will be required to pay to Us the amount of such Deductible prior to Us making any payments to any other parties.

### Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You are aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, Damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, Damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

### Preventing our right of recovery

If You have agreed with or told someone who caused You loss, Damage or liability covered by Your Policy that You will not hold them responsible then, to the extent We have been prejudiced by this act, We will not cover You for that loss, Damage or liability.

### Subrogation and recovery action & uninsured loss

We may, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You've suffered loss that wasn't covered by Your Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You. You'll need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We'll also ask You to agree to the basis on which We'll handle Your recovery action. You may need to contribute to legal costs in some circumstances. We will agree this with You before incurring these costs.

### Waiver of Subrogation Rights

We agree to waive Our rights of subrogation under this Policy where contractually required against You, Your, Insured by any of the parties defined as You, Your, Insured.

### Repair authority limit

Once You have told Us about any claim or potential claim You may proceed immediately with repairs up to the amount of \$2,000 in respect of any damage insured under this Policy. Such action will not prejudice Your right to indemnity under this Policy.



## Other Terms

These Other Terms apply to how Your Policy operates.

### Cancelling Your Policy

#### How You may cancel this Policy

You may cancel this policy at any time by telling Us. If You've paid your premium in advance, We will refund You the proportion of the premium for the remaining Period of Insurance, less any non-refundable government fees, duties or charges, subject to retention of the minimum premium We charge to provide this cover.

Where 'You' involves more than one party, We will only cancel the Policy when a written request to cancel the Policy is received from the Named Insured stated in the Schedule.

#### How We may cancel this Policy

- (a) We may cancel this Policy in any of the circumstances permitted by law by informing the insured stated in the Coverage Summary. Our notice of cancellation takes effect the earlier of the following times:
  - (i) the time when another policy of insurance between You and Us or some other insurer, being a policy intended by You to replace this Policy is entered into; or
  - (ii) 4.00pm on the thirtieth business day after the day on which notice was given to You.
- (b) We will send it to Your address last known to Us.
- (c) If We cancel this Policy We will repay a rateable proportion of the premium for the unexpired period of insurance from the date of cancellation, less any non-refundable government fees, duties or charges.

### Changing Your Policy

Changes to this Policy only become effective when We agree to them and send You a new Coverage Summary detailing the change.

### Sending You documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

### 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, State or Territory) with materially the same object or purpose whether in whole or in part.

## Endorsements to the Policy wording

The Coverage Summary lists the Endorsement Clauses that are applicable to this Policy. Where the reference in the first column below is noted on the Coverage Summary, the Endorsements Clauses appearing in the second column will apply:

|                                  |   |
|----------------------------------|---|
|                                  |   |
| A01 Employees Personal Effects   | We will indemnify You for Damage to Employees' personal effects whilst at the Contract Site to the maximum limit specified in the Coverage Summary.   |
| A02 Incomplete Trenches          | <p>We will indemnify You for Damage to incomplete trenches, shafts and any pipes, ducts or cables laid therein. Provided Our maximum liability under this endorsement shall not exceed the cost of repair to an aggregate length specified in the Coverage Summary.</p> <p>For the purposes of this endorsement the following word(s) with special meaning applies:</p> <p>Incomplete trench means: partially or completed excavated trench with or without pipes laid therein and including any shafts or pits, or at any stage of construction prior to completion of backfill.</p> <p>Aggregate length of incomplete trench means: the total length of all sections of the incomplete trench anywhere on the Contract Site at the time of Damage.</p> <p>As a consequence of the above the following exclusions are applicable and are in addition to Section A Material Damage – exclusions and the General exclusions applying to all sections.</p> <p>We will not be liable for:</p> <ul style="list-style-type: none"> <li>(a) the cost of rectification of subsidence of completed backfill regardless of the cause of subsidence;</li> <li>(b) the costs of removal of water, silt, other debris or collapsed trench wall material in excess of the amount specified in the Coverage Summary as the Sum Insured for the cost of removal of debris;</li> <li>(c) displacement of pipes or ducts by water unless the pipes have been secured immediately after laying by backfilling in a manner calculated to counteract pipe buoyancy;</li> <li>(d) clearing and cleaning pipes, the ends which have not been sealed immediately after leaving to prevent penetration by water and other details;</li> <li>(e) any Flood or silting Damage to the pressure tested section of pipeline or trench occurring after completion of the test before completion of the backfill.</li> </ul> |
| A03 Dewatering Partial Exclusion | <p>We will not be liable for any costs associated with:</p> <ul style="list-style-type: none"> <li>(a) additional expenses incurred for dewatering because the quantities of water to be removed exceed the quantities allowed for in the Insured Contract;</li> <li>(b) repairing insured Damage arising out of the failure of dewatering plant if such insured Damage could have been avoided by the provision of additional standby dewatering plant;</li> <li>(c) additional expenses incurred for the discharge of run-off or groundwater;</li> <li>(d) any expenses incurred for grouting or other measures necessary to prevent the leaking of water into excavations, foundations or basements.</li> </ul>  |
| A04 Dewatering Total Exclusion   | We will not be liable for any costs associated with dewatering.   |
| A05 Vegetation                   | <p>We will not be liable for Damage to vegetation which forms part of the Contract Works which arises directly or indirectly from:</p> <ul style="list-style-type: none"> <li>(a) disease;</li> <li>(b) lack of water;</li> <li>(c) excess water;</li> <li>(d) replanting operations or replanting operations after theft;</li> <li>(e) the action of moths, termites, or other insects, vermin, mildew, mould or wet or dry rot;</li> <li>(f) transportation operations.</li> </ul> <p>For the purpose of this exclusion vegetation includes but is not limited to, flowers, plants, trees, grasses and turf.</p>  |

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| <p>A06 Unsealed Roadworks</p>                               | <p>We will indemnify You for Damage to unsealed roadworks up to a maximum length as specified in the Coverage Summary in the aggregate for any one loss during the Construction Period.</p> <p>We will not be liable for Damage caused or aggravated by the passage of road vehicles or Major Plant or Minor Plant over incomplete or unsealed roadworks.</p> <p>For the purposes of this endorsement the following word(s) with special meaning applies:</p> <p>Unsealed roadworks means: partial or completed works that have not received a minimum of one application of a weatherproof course or substance.</p>   |
| <p>A07 Re-stumping of dwellings</p>                         | <p>We will not be liable for Damage to the dwelling, Existing Building or Contract Works as the result of the raising from and/or replacing of the dwelling on any form of foundation, such as re-stumping.</p>  |
| <p>A08 Hand Tools</p>                                       | <p>We will not be liable for Damage to hand tools.</p> <p>For the purpose of this exclusion, hand tools mean: small portable hand held tools including battery or electric powered tools, portable computers and mobile telephones belonging to You or for which You have assumed responsibility to insure.</p>  |
| <p>A09 Heritage Listed Building Basis of Settlement</p>     | <p>In the event of Damage to an Existing Building with architectural features and/or structural materials possessing an ornamental historical character or for which the original materials are not readily available and where Existing Buildings is specified in the Coverage Summary as insured:</p> <ul style="list-style-type: none"> <li>(a) the basis of settlement will be the cost necessary to repair, replace, restore or rebuild the building to a reasonably equivalent appearance and capacity using the original design and suitably equivalent locally available materials;</li> <li>(b) We will be liable for no greater proportion of such Damage than the Sum Insured for Existing Buildings bears to the sum representing 80% of the actual value of the Existing Building on the day of commencement of the Period of Insurance, but not exceeding Sum Insured.</li> </ul> <p>Provided this amendment is subject to all other terms, conditions and exclusions of this Policy.</p>  |
| <p>A10 Glazing Deductible</p>                               | <p>Where glazing forms part of the Contract Works and suffers Damage during the Construction Period from cleaning operations, You will bear 20% of the cost of the Damage and We will only be liable for 80% of the Damage.</p> <p>Provided this condition is subject otherwise to all other terms, conditions and exclusions of this Policy.</p>  |
| <p>A11 Damage to Piling, Foundations or Retaining Walls</p> | <p>It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, We shall not indemnify You in respect of expenses incurred</p> <ul style="list-style-type: none"> <li>(a) for replacing or rectifying piles or retaining wall elements: <ul style="list-style-type: none"> <li>(i) which have become misplaced, misaligned or jammed during construction;</li> <li>(ii) which are lost or abandoned or damaged during driving or extraction;</li> <li>(iii) which have become obstructed by jammed or damaged piling, piling equipment or casings;</li> </ul> </li> <li>(b) for rectifying disconnected or declutched sheet piles;</li> <li>(c) for rectifying any leakage or infiltration of material of any kind;</li> <li>(d) for filling voids or for replacing lost bentonite;</li> <li>(e) as a result of any piles or foundation elements which failed to pass load bearing test or otherwise not having reached their designed load bearing capacity;</li> <li>(f) for reinstating profiles or dimensions.</li> </ul> |
| <p>A12 Reactive Soils Exclusion</p>                         | <p>This Policy does not cover Damage, cost or expense directly or indirectly caused by, arising from or contributed to by any changes in properties of and characteristics of soils, ground conditions and excavated materials.</p> <p>Including but not limited to indemnifiable Damage, cost and expense caused by, arising from or contributed to by:</p> <ul style="list-style-type: none"> <li>(a) Swelling of soils, soil heave or ground heave;</li> <li>(b) Drying out of soils and excavated materials;</li> <li>(c) Excavation, replacement, removal, disposal, treatment, processing or remediation of soil and excavated materials because their chemical and physical properties renders them less suitable or unsuitable for use in or incorporation into the Contract Works.</li> </ul> <p>However the above exclusion does not apply to swelling, soil heave, ground heave or drying out of soil conditions resulting from the escape of water from part of the Contract Works designed to hold or convey water.</p>   |

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| A13 Occupy and Operate Extension                  | <p>Where the Contract provides for staged works and allows for partial occupation thereof pending Practical Completion of the Insured Contract as a whole, We grant permission for the principal and/or owner, to occupy and operate any separable part of the Contract Works, and such occupancy or operation shall not constitute final acceptance of the Contract Works, with such separable part remaining insured under the Policy in advance of Practical Completion being achieved for the Insured Contract as a whole.</p> <p>However this endorsement will only apply to Section A of the Policy.</p>  |
| A14 Claims Preparation Costs                      | <p>In addition to the Sum Insured We will indemnify You against the cost and expenses necessarily incurred and not otherwise recoverable elsewhere, in connection with or incidental to preparing, collating, auditing or qualifying actual Loss or Damage, being the subject of a claim under this Policy.</p> <p>This endorsement is subject to a maximum of \$5,000 Sum Insured unless otherwise specified in the Coverage Summary.</p>  |
| A15 Declaration Conditions (Annual Policy)        | <p>The following amendment is made to this Policy:</p> <p>General Condition headed 'Declaration, premium and adjustment' is hereby deleted and replaced with the following:</p> <p><b>Declaration, premium and adjustment</b></p> <p>Within 10 days of the end of the month the Insured Contract commenced You shall declare to Us in writing the details of such Insured Contract and pay the premium within terms agreed notwithstanding cancellation or non-renewal of this Policy.</p> <p>Cover shall continue for all Insured Contracts commenced and declared (as required) prior to date of cancellation or non-renewal until expiry of any Defects Liability Period, subject to payment within agreed terms.</p> <p>This endorsement is subject otherwise to the terms, conditions and exclusions of this Policy.</p> |
| A16 Existing Building                             | <p>We will indemnify You for Damage occurring during the Construction Period to Existing Buildings located on or about the Contract Site for which You are contractually responsible.</p> <p>Provided that We will not indemnify You for Damage to:</p> <ul style="list-style-type: none"> <li>(a) the building(s) where they have not been made waterproof and secured at the close of each days work; and/or</li> <li>(b) wall and floor finishes or covering or any contents therein;</li> </ul> <p>Subject to:</p> <ul style="list-style-type: none"> <li>(a) the limit specified in the Coverage Summary for Existing Buildings Limit any one building;</li> <li>(b) a total annual aggregate limit specified in the Coverage Summary for all claims under this endorsement.</li> </ul>                                  |
| B01 Blasting and/or Explosives                    | <p>This Section B does not provide indemnity in respect of claims directly or indirectly for Personal Injury or Property Damage arising from or contributed to by:</p> <ul style="list-style-type: none"> <li>(a) any blasting; and/or</li> <li>(b) the use, detonation, transportation or storage of explosives.</li> </ul> <p>For the purposes of this exclusion, 'explosives' shall include substances, goods or items which have or could conceivably have a mass explosion or projection peril.</p>  |
| B02 Failure to Supply                             | <p>This Section B does not provide indemnity in respect of claims directly or indirectly for any costs, expenses or damage incurred for any variation in the supply of, or any complete or partial failure to supply electricity, gas, petroleum, petroleum based products, liquid petroleum (LPG) and/or water.</p>  |
| B03 Roads, Road Surfaces and Underground Services | <p>This Section B does not provide indemnity in respect of claims directly or indirectly for Property Damage to roads, road surfaces or underground services arising from or attributable to truck, vehicle and/or construction machinery movements.</p> <p>For the purposes of this exclusion the following word(s) with special meaning applies:</p> <p>Underground services shall mean: sewers, water pipes, gas pipes, fuel pipes, electric, fibre optic or telecommunication wires or cables or their supports and/or any other underground property or structure.</p>   |
| B04 Vibration or Weakening of Supports            | <p>This Section B does not provide indemnity in respect of claims for Property Damage to any fixed property arising directly or indirectly from vibration, subsidence, sinking, setting, slipping, falling away, caving in, shifting, rising, eroding, mud flow, tilting, removal, weakening and/or interference with support to land, buildings or any other property.</p>   |

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| B05 Demolition                                | This Section B does not provide indemnity in respect of any claim for Personal Injury or Property Damage directly or indirectly resulting from demolition of buildings or structures.  |
| B06 Products Liability                        | <p>The following amendment is made to Section B Legal Liability:</p> <p>What You are insured against 'Legal liability' is deleted and replaced with the following:</p> <p>Legal Liability</p> <p>We will indemnify You for all sums which You become legally liable to pay by way of Compensation, and all costs awarded against You, in respect of Personal Injury or Property Damage caused by an Occurrence within the Territorial Limits happening:</p> <ul style="list-style-type: none"> <li>(a) during the Construction Period and, where applicable, the Defects Liability Period, in connection with the carrying out of the Insured Contract(s) specified in the Coverage Summary; and</li> <li>(b) during the Period of Insurance in connection with the Named Insured's Business.</li> </ul> <p>This Section B does not provide indemnity in respect of any claim directly or indirectly for Personal Injury or Property Damage resulting from Your product(s).</p>  |
| B07 Vacant Land                               | <p>The following amendment is made to Section B Legal Liability:</p> <p>Cover is extended in regards to Personal Injury or Property Damage arising out of the ownership of vacant blocks of land for a period of twelve months, commencing on the date of possession for each block, which are purchased by the Insured and are to be put into use as part of an Insured Contract.</p> <p>Cover under this Endorsement is subject to each location being declared to Us in writing prior to the commencement of such cover.</p>  |
| B08 Excavation and Underpinning               | <p>We will not indemnify You for any sums You shall become legally liable to pay, as Compensation (including costs awarded against You) in respect of Personal Injury or Property Damage as the result of an Occurrence happening in conjunction with any excavation or underpinning work carried out.</p> <p>However, this exclusion shall not apply where the excavation or underpinning work is carried out in accordance with the plans, specifications and geotechnical report for such work and as approved by the design, structural or consulting engineer.</p>  |
| B09 Queensland WorkCover amendment            | <p>The exclusion 'Employment liability' is deleted and replaced with the following:</p> <ul style="list-style-type: none"> <li>(a) Personal Injury to any Employee, provided that if You: <ul style="list-style-type: none"> <li>(i) are required by law to insure or otherwise fund whether through self insurance, statutory fund or other statutory scheme all or part of any common law liability (whether limited or not) for such injury; or</li> <li>(ii) are not required to so insure or otherwise fund such liability by reason only that the injury is to a person who is not a 'worker' or 'employee' within the meaning of the relevant Workers' Compensation Law or the injury is not an injury which is subject to such law then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, policy or self insurance arrangement had You complied with Your obligations pursuant to such law.</li> </ul> </li> <li>(b) liability imposed by: <ul style="list-style-type: none"> <li>(i) any Workers' Compensation Law;</li> <li>(ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or</li> <li>(iii) any law relating to employment practices.</li> </ul> </li> </ul> |
| B11 VIC Protection Works Endorsement (Annual) | <p>It is agreed that 'You, Your, Insured' in General Definitions Applicable to Section A – Material Damage and Section B – Legal Liability is amended to add to the definition of 'You, Your, Insured':</p> <ul style="list-style-type: none"> <li>(e) adjoining owners, but only for their respective rights and interests under the <i>Building Act 1993 (Vic)</i>.</li> </ul> <p>All other terms and conditions of the Policy remain unchanged.</p>   |

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| <p>B12 VIC Protection Works Endorsement (Single)</p> | <p>It is agreed that 'You, Your, Insured' in General Definitions Applicable to Section A – Material Damage and Section B – Legal Liability is amended to add to the definition of 'You, Your, Insured':</p> <p>(e) adjoining owners, but only for their respective rights and interests under the <i>Building Act 1993</i> (Vic).</p> <p>It is further agreed that We will extend cover under 'Section B – Legal Liability' for a period of 12 months after the expiry of the Construction Period, provided that:</p> <p>(a) Coverage shall only extend to any liabilities contemplated by Section 93(1)(b) of the <i>Building Act 1993</i> (Vic); and</p> <p>(b) Coverage shall only extend to claims that would otherwise be covered under Section B of this Policy within the Construction Period; and</p> <p>(c) You agree to pay Us any additional premium.</p> <p>All other terms and conditions of the Policy remain unchanged.</p>  |
| <p>CC3 – HIAIS Single Project Endorsement</p>        | <p>It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that the policy wording is amended as noted below:</p> <p>The following definitions are deleted in full:</p> <ul style="list-style-type: none"> <li>• Business</li> <li>• Construction Period</li> <li>• Contract Site</li> <li>• Turnover</li> </ul> <p>The following Definitions are included:</p> <p>Business shall mean office and/or office and/or workshop activities, Contract Site visits and associated operations in addition to and in connection with the Insured Contract described in the Coverage Summary.</p> <p>Construction Period shall mean the period commencing on the date of possession of each Contract Site by the Named Insured and expiring:</p> <p>(a) on the date the Contract Works have achieved Practical Completion; or</p> <p>(b) up to 90 days after Practical Completion:</p> <p>(i) while You have responsibility under the contract for the Contract Works or part of them; or</p> <p>(ii) in the circumstances that the Insured Contract is for domestic dwellings only; You are in dispute with the principal because the principal believes that the Contract Works have not reached Practical Completion and has withheld final progress claim;</p> <p>(iii) You have a financial interest in the Contract Works; or</p> <p>(c) on the date those completed portions of the Contract Works are taken over, occupied or put into use by the principal or owner; or</p> <p>(d) after the Maximum Construction Period specified in the Coverage Summary;</p> <p>whichever occurs first.</p> <p>Contract Site shall mean the location(s) specified in the Schedule where any Contract Works are carried out by You as required by the Insured Contract.</p> <p>The following Condition is deleted in full:</p> <p><b>Declaration, premium and adjustment</b></p> <p>The following Condition is included:</p> <p><b>Declaration, Premium and Adjustment</b></p> <p>Where the actual value of the Contract Works and/or the actual Construction Period is greater than the original Contract Works Sum Insured and/or the original Construction Period referred to in the Schedule on which the premium has been paid, We may require a proportionate payment of an additional premium to us.</p> <p>You will need to advise Us via Your intermediary of such changes during the Construction Period.</p> <p><b>This endorsement is subject otherwise to the terms, conditions and exclusions of this Policy.</b></p> |

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| <p>CC6 Individually Declared Existing Building</p> | <p>We will indemnify You for Damage occurring during the Construction Period to declared Existing Buildings located on or about the Contract Site.</p> <p>Provided that We will not indemnify You for Damage to the declared Existing Building(s):</p> <ul style="list-style-type: none"><li>(a) where they have not been made waterproof and secured at the close of each day's work; and/or</li><li>(b) wall and floor finishes or covering or any contents therein;</li></ul> <p>Subject to:</p> <ul style="list-style-type: none"><li>(i) the limit specified in the Coverage Summary for the declared Existing Buildings;</li><li>(ii) declared Existing Building locations having been agreed in writing by Us.</li></ul> <p><b>This endorsement is subject otherwise to the terms, conditions and exclusions of this Policy.</b></p> |
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