

# **360 Annual Construction Works Policy Wording**

Date of preparation: 7 May 2020

Effective date: 6 July 2020

360CECWPW220



360 Construction and Engineering Pty Ltd **ABN** 56 634 130 760 is an Authorised Representative  
(AR 1278878) of 360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
Level 4, 161 Walker Street, North Sydney, NSW 2060

# Annual Construction Works Insurance



## Table of Contents

---

### **ABOUT THIS BOOKLET 2**

- + FOR MORE INFORMATION OR TO MAKE A CLAIM ..... 2
- + ABOUT QBE AUSTRALIA..... 2
- + WHO IS THE INSURER'S AGENT? ..... 2

### **IMPORTANT INFORMATION 3-4**

- + DUTY OF DISCLOSURE ..... 3
- + THE GENERAL INSURANCE CODE OF PRACTICE ..... 3
- + PRIVACY ..... 3
- + RESOLVING COMPLAINTS & DISPUTES ..... 3
- + HOW TO CONTACT 360 CONSTRUCTION..... 4
- + CONTACTING QBE'S CCU, AFCA OR THE OAIC ..... 4
- + COOLING-OFF INFORMATION ..... 4

### **POLICY WORDING 5**

- + OUR AGREEMENT ..... 5
- + DEDUCTIBLE ..... 5
- + HOW MUCH WE WILL PAY ..... 5
- + HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE ..... 5
- + PAYING YOUR PREMIUM ..... 5

### **DEFINITIONS 6-9**

- + APPLICABLE TO SECTION A – MATERIAL DAMAGE AND SECTION B – LEGAL LIABILITY ..... 6

### **SECTION A – MATERIAL DAMAGE 10-15**

- + MATERIAL DAMAGE ..... 11
  - WHAT YOU ARE INSURED AGAINST ..... 11
  - ADDITIONAL INSURED BENEFITS..... 11
  - ADDITIONAL INSURED ITEMS ..... 12
  - BASIS OF SETTLEMENT..... 13
  - CONDITIONS ..... 13
  - EXCLUSIONS ..... 14

### **SECTION B – LEGAL LIABILITY 16-19**

- + LEGAL LIABILITY ..... 17
  - WHAT YOU ARE INSURED AGAINST ..... 17
  - LIMIT OF LIABILITY ..... 17
  - DEFENCE OF CLAIMS ..... 17
  - EXCLUSIONS ..... 17
  - CONDITIONS ..... 19

### **GENERAL INFORMATION 20-25**

- + GENERAL EXCLUSIONS ..... 21
- + GENERAL CONDITIONS..... 22
- + CLAIMS CONDITIONS ..... 24
- + OTHER TERMS ..... 25

### **ENDORSEMENTS 26-30**

- + ENDORSEMENTS TO THE POLICY WORDING ..... 27

# About this Booklet



There are two parts to this booklet. The first part is Important Information about this **policy** including information about how **we** will 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 Conditions* 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** would like to make a claim or to enquire about an existing claim please contact:

- + **your** financial services provider.

## About QBE Australia

QBE Insurance (Australia) Limited (QBE) **ABN 78 003 191 035 AFSL 239545** is a member of the QBE Insurance Group Limited **ABN 28 008 485 014** (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world. QBE is the insurance company that issues this insurance **policy**.

## Who is the Insurer's Agent?

360 Construction & Engineering Pty Ltd (360 Construction) **ABN 56 634 130 760** is an Authorised Representative (AR 1278878) of 360 Underwriting Solutions Pty (360 Underwriting) **ABN 18 120 261 270, AFSL 319181**. 360 Construction is the underwriting agency acting on behalf of QBE in relation to this **policy**.

In issuing this **policy**, 360 Underwriting and its Authorised Representative 360 Construction will be acting under an authority given to it by the Insurers. This means that when issuing this **policy**, 360 Underwriting and its Authorised Representative 360 Construction will be acting as an agent for the Insurers, not for **you**.

### 360 Construction's contact details are:

Level 4, 161 Walker Street,  
North Sydney, NSW 2060  
Telephone. 1800 411 580

**We, our, ours, us'** means QBE and 360 Construction.

**You** should contact 360 Construction in the first instance in relation to this insurance.

# Important Information



In this first part of the booklet **we** explain important information about this **policy** including how **we** will 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, 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.

## The General Insurance Code of Practice

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

- + commit **us** to high standards of service;
- + promote better, more informed relations between **us** and **you**;
- + maintain and promote trust and confidence in the general insurance industry;
- + provide fair and effective mechanisms for the resolution of complaints and disputes between **us** and **you**;
- + promote continuous improvement of the general insurance industry through education and training.

## Privacy

**We** will collect personal information when **you** deal with **us**, **our** agents, other companies in the 360 Group, QBE Group or suppliers acting on **our** behalf. **We** use **your** personal information so **we** can do **business** with **you**, which includes issuing and administering **our products** and services and processing claims. Sometimes **we** might send **your** personal information overseas. The locations **we** send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

**Our privacy policy** describes in detail where and from whom **we** collect personal information, as well as where **we** store it and the full list of ways **we** could use it.

To get a free copy of it please visit [www.360uw.com.au](http://www.360uw.com.au) or contact **our** Privacy Officer on 1800 411 580 or [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

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

## Resolving Complaints & Disputes

**We** are committed to providing **you** with quality **products** and delivering the highest level of service. **We** also do everything **we** can to safeguard **your** privacy and the confidentiality of **your** personal information.

### Something not right?

**We** know sometimes there might be something **you** are not totally happy about, whether it be about **our** staff, representatives, products, services or how **we** have handled **your** personal information.

### Step 1 – Talk to us

If there's something **you** would like to talk to **us** about, or if **you** would like to make a complaint, speak to one of **our** staff. When **you** make **your** complaint please provide as much information as possible. They're ready to help resolve **your** issue.

**You** can also contact **our** Customer Care Unit directly to make **your** complaint. **Our** aim is to resolve all complaints within 15 business days.

### Step 2 – Escalate your complaint

If **we** haven't responded to **your** complaint within 15 days, or if **you** are not happy with how **we** have tried to resolve it, **you** can ask for **your** complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of **your** complaint being escalated, unless they've requested and **you** have agreed to give **us** more time.

### Step 3 – Still not resolved?

If **you** are not happy with the final decision, or if **we** have taken more than 45 days to respond to **you** from the date **you** first made **your** complaint, **you** can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to **you**. QBE is bound by AFCA decisions - but **you** are not. **You** can contact AFCA directly and they'll advise **you** if **your** dispute falls within their Rules.

### Disputes not covered by the AFCA rules

If **your** dispute doesn't fall within the AFCA Rules, and **you** are not satisfied with **our** decision then **you** may wish to seek independent legal advice.

### Privacy complaints

If **you** are not satisfied with **our** final decision and it relates to **your** privacy or how **we** have handled **your** personal information, **you** can contact the Office of the Australian Information Commissioner (OAIC).

### How to contact AFCA

Telephone. 1800 931 678 (free call)  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Online. [www.afca.org.au](http://www.afca.org.au)

### How to contact the OAIC

Telephone. 1300 363 992  
Calls from mobiles, public telephones or hotel rooms may attract additional charges.  
Email. [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Online. [www.oaic.gov.au](http://www.oaic.gov.au)

## Contacting 360 Construction

### How to contact 360 Construction

Telephone. 1800 411 580 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Email.

- + [idr@360uw.com.au](mailto:idr@360uw.com.au), to make a complaint;
- + [privacy@360uw.com.au](mailto:privacy@360uw.com.au), to contact **us** about privacy or **your** personal information;
- + [executive@360uw.com.au](mailto:executive@360uw.com.au), to give feedback or pay a compliment.

Post.

Level 4, 161 Walker Street,  
North Sydney, NSW 2060

## Cooling-off Information

If **you** change **your** mind within 21 days of buying **your** policy, **you** can cancel it and receive a full refund. Naturally, this doesn't apply if **you** have made or are entitled to make a claim. Even after the cooling-off period ends, **you** still have the right to cancel **your** policy. However, **we** may deduct some costs from any refund, as set out in the **policy** wording under *Canceling Your Policy*.

To cancel **your** policy within the cooling-off period, contact **your** financial services provider electronically or in writing.

## Contacting QBE Customer Care, AFCA or the OAIC

### How to contact QBE Customer Care

Telephone. 1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email.

- + [complaints@qbe.com](mailto:complaints@qbe.com), to make a complaint;
- + [privacy@qbe.com](mailto:privacy@qbe.com), to contact **us** about privacy or **your** personal information;
- + [customercare@qbe.com](mailto:customercare@qbe.com), to give feedback or pay a compliment.

Post.

Customer Care,  
GPO Box 219,  
Parramatta, NSW 2124

# 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 schedule**, which sets out the cover **you** have chosen and any terms specific to **you**.

The cover under this **policy** is provided during the **period of insurance**, once **you** have 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 schedule**.

## How Much We Will 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;
- + 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 schedule** 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.

## 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:

**Act of Terrorism** means:

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.

**Aircraft** means:

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

**Business** means:

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 **schedule** and including the ownership and tenancy of premises, 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.

**Compensation** means:

Monies paid or agreed to be paid by judgement, award or settlement for **personal injury** or **property damage**.

**Construction Period** means:

Where Runoff cover is selected by **you** and specified in the **schedule** the **construction period** is:

The period commencing:

- a. on the date of possession of each **contract site** by the **named insured**; or
- b. at the commencement date of the **contract works**.

provided such date is within the **period of insurance** specified in the **schedule**, and expiring:

- c. on the date the **contract works** have achieved **practical completion** (including a period up to 30 days in excess of **practical completion**); or
- d. on the date those completed portions of the **contract works** are taken over, occupied or put into use by the principal or owner; or
- e. after the maximum **construction period** specified in the **schedule**.

whichever occurs first.

Where transfer basis is selected by **you** and specified in the **schedule** the **construction period** is:

The period commencing:

- 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 **schedule**; or
- b. on the commencement date of the **period of insurance** where **contract works** on the **insured contract** have already commenced;

whichever is the later, and expiring:

- c. on the date the **contract works** have achieved **practical completion** (including a period up to 30 days in excess of **practical completion**); or
- d. on the date those completed portions of the **contract works** are taken over, occupied or put into use by the principal or owner; or
- e. after the maximum **construction period** specified in the **schedule**; or
- f. the expiry date of the **period of insurance** specified in the **schedule**

whichever occurs first.

**Contract Site** means:

The location(s) where any **contract works** are carried out by **you** within the **territorial limits**.

**Contract Value** means:

The value of the **contract works** specified in the **insured contract**.

**Contract Works** means:

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)**.

**Current Value** means:

The cost of replacement of the damaged property at the date of the **damage** up to the **contract value** specified in the **schedule**. [Subject always to due allowance for wear, tear, depreciation or betterment].

**Damage** means:

Unforeseen physical loss, physical destruction or physical damage.

**Deductible** means:

The amount(s) specified in the **schedule** that **you** must first contribute towards each loss or series of losses resulting from the one original source or cause.

**Display Building** means:

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** means:

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** means

Any person under a contract of service or apprenticeship with the **named insured** but does not include any person or persons

**Employment Practices** means:

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** means:

Any permanent building including all fixings and attachments located at the **contract site** prior to the commencement of the **contract works**.

**Flood** means:

The covering of normally dry land by water that has escaped or been released from the normal confines of:

- + any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- + any reservoir, canal or dam.

**Insured Contract(s)** means:

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 **schedule** that:

- + has an estimated **contract value** not greater than the maximum **contract value** at commencement of the **contract works**; and
- + has a **construction period** not greater than the maximum **construction period**; and
- + is not within the type or category of **referral contracts** specified in the **schedule**.

**Limit of Liability** means:

The applicable **limit of liability** specified in the **schedule** for **Section B**.

**Maintenance Period** means:

The period described in any **insured contract** during which **you** are legally obliged to:

- + rectify defects, shrinkages, errors, omissions or other faults; and/or
- + complete **your** obligations under such **insured contract** for the maximum period specified in the **insured contract**.

Commencing upon **practical completion** of the contract works and subject to the maximum **maintenance period** specified in the **schedule**.

**Major Peril** means:

Earthquake, storm, **flood**, water, landslip, erosion, subsidence, fire, snow, ice, erosion or collapse.

**Major Plant** means:

Cranes, hoists, excavators, loaders, graders, rollers, trenching and piling equipment, concreting plant, lifting devices and mobile construction machinery or vehicles.

**Minor Peril** means:

Any cause other than a **major peril** or **named cyclone**.

**Minor Plant** means:

Non-major plant, equipment and tools.

**Named Cyclone** means:

any tropical cyclone named by the Australian Bureau of Meteorology, Tropical Cyclone Warning Centre including any associated rain depression.

**Named Insured** means:

The insured named in the **schedule**.

**Occurrence** means:

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** means:

The duration of this **policy** as specified in the **schedule** and any renewal thereof.

**Personal injury** means:

- + 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**;

- + false arrest, wrongful detention, false imprisonment or malicious prosecution;
- + wrongful entry or eviction;
- + defamation;
- + 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.

**Policy** means:

Includes this policy wording, **your schedule** and any future documents issued to **you** which amends the policy wording or **schedule**.

**Pollutant** means:

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** means:

The earlier of

- + 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
- + when the certificate of **practical completion** is issued.

**Product(s)** (completed operations) means:

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**.

**Property Damage** means:

- + physical **damage** to, loss or destruction of tangible property including any resulting loss of use of that property; or
- + 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**.

**Referral Contract(s)** means

Any contracts that do not fall within the description of **insured contract(s)** outlined in the **schedule** including but not limited to those **referral contracts** detailed in the **schedule**.

**Replacement Value** means

- + where property is lost or destroyed;
  - in the case of a building, the rebuilding thereof; or
  - in the case of property other than a building, the replacement thereof, by similar property.

To in either case a condition equal to but not better or more extensive than its condition when new.

- + where property is damaged;

- 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.

**Schedule** means:

The **policy schedule** or any endorsement attaching thereto issued by **us**.

**Speculative Building** mean:

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** means:

The value insured for each of the insured items specified in the **schedule**.

**Territorial Limits** means:

Anywhere within Australia or its territories unless otherwise specified in the **schedule**.

**Testing and Commissioning Period** means:

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:

- + at the completion of testing and commissioning under the **insured contract**; or
- + at the expiration of the maximum **testing and commissioning period**; or
- + at the expiration of the **construction period** specified in the **schedule** for each **insured contract**;

whichever occurs first.

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**.

**Turnover** means:

Where Runoff cover is selected and detailed in the **schedule**:

- + 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

Where Transfer basis is selected and detailed in the **schedule**:

- + 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**.

**Watercraft** means:

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** means:

QBE Insurance (Australia) Limited (QBE) and 360 Construction Pty Ltd (360 Construction) acting as agent for QBE.

**You, Your, Insured** means:

The person or entities described in (a) to (d) below.

- a. the **named insured** in the **schedule**;
- 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:
  - I. any Principal;
  - II. any head contractor;
  - III. any project manager;
  - IV. any sub-contractors not being specified in the **schedule** as the **named insured** but with whom the **named insured** has entered into a contract provided that:
    - their interests are required by such contract to be insured jointly by the **named insured**; and
    - only to the extent required by the contract; and
    - in respect of work performed as a part of the **contract works** whilst at the **contract site**.
- 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;
- 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**.



**Section A**  
**Material Damage**

# 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**, whilst **you** are undertaking the **insured contract** and happening at the **contract site** during the **construction period**;
- b. during testing and commissioning of the **contract works** (where specified in the **schedule**) by their own electrical or mechanical breakdown, failure or derangement, provided that such **damage**:
  - + arises out of testing or commissioning at the **contract site**; and
  - + occurs during the **testing and commissioning period**.
- c. to the **contract works**, which manifests itself during the **maintenance period** provided such **damage** originates from a cause arising out of the:
  - + **contract works** carried out by **you** during the **construction period** at the **contract site**; or
  - + course of operations carried out by **you** in complying with the requirements of the maintenance 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 **schedule**.

### 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:

- d. **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;
- e. **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 plant, equipment and tools 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 (d) and (e) above will not exceed the sub-limits in the **schedule** for **major plant** and **minor plant** respectively.

## Additional Insured Benefits

Following **damage** to the **contract works** indemnified within this **policy**, we will indemnify **you** for the additional insured benefits as defined below, up to the amount specified in the table below, or such amount specified in the **schedule**, whichever is greater;

### Access costs

The cost of de-watering, demolition or removal of undamaged parts of the **contract works** necessary to:

- + provide initial access to; and
- + allow repairs to be effected to.

The completed sections of the **contract works** whether damaged or undamaged solely as the result of **damage**.

#### Maximum Total Sum Insured

\$25,000 (unless otherwise specified in the **schedule**)

### Expediting expenses

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.

Expediting expenses will not include reimbursement solely to compensate for a delay in completion of the **contract works**.

#### Percentage of Contract Value

10 percent (unless otherwise specified in the **schedule**)

### 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**.

#### Percentage of Contract Value

5 percent (unless otherwise specified in the **schedule**)

### 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.

#### Percentage of Contract Value

10 percent (unless otherwise specified in the **schedule**)

### Removal of debris

The demolition and disposal of **contract works** and the removal of debris as a result of **damage** to the **contract works**, where necessary to enable the **contract works** to be restored or replaced.

#### Percentage of Contract Value

10 percent (unless otherwise specified in the **schedule**)

### Search and locate costs

Leak search costs incurred following irregularities discovered during hydrostatic or similar testing procedures.

Such costs include,

- + the necessary cost of leasing or hiring special apparatus, cost of operation thereof and transport of such apparatus;
- + the cost of all associated earthworks.

And are payable notwithstanding that **damage** may not have occurred to the **contract works**.

#### Maximum Total Sum Insured

\$50,000 (unless otherwise specified in the **schedule**)

## Additional Insured Items

We will indemnify **you** up to the limits as specified below for the Additional items as defined.

### 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 **schedule** will automatically increase.

#### Percentage of Contract Value

15 percent (unless otherwise specified in the **schedule**)

### Display building(s)

**Damage to display buildings** and/or contents occurring during the **period of insurance**.

Contents shall include fine art, painting, works of art, antiques or curios. Provided always that the cover provided under this additional item will only apply where **display buildings** are kept in a locked and secure manner with appropriate smoke alarm and firefighting facilities in place.

#### Maximum Total Sum Insured

- + \$500,000 each and every **display building**;
- + \$50,000 for contents contained within an individual **display building**;

- + \$1,000 for any one article up to a maximum of \$10,000 for fine art, painting, works of art, antique or curios arising from any one event.

The total aggregate amount payable during any one **period of insurance** for all claims shall not exceed \$1,500,000.

### Materials in storage

**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**.

Provided that cover will cease under this additional item once materials are loaded for transit to the **contract site**.

#### Maximum Total Sum Insured

**Contract Value** (unless otherwise specified in the **schedule**)

### Materials in Transit

**Damage** to materials to be used in the **contract works** whilst in transit arising from fire, **flood**, collision and overturning of the conveyance or by theft or malicious **damage**.

Provided that cover:

- + is for materials Damaged whilst being transported to the **contract site**;
- + is for materials loaded in an undamaged condition;
- + is for **damage** arising within **territorial limits**;
- + commences from when the materials are loaded;
- + continues during transit by road, rail, internal waterway or by a licensed airline operating a regular scheduled service (including trans-shipment incidental thereto); and
- + ends with the unloading at the **contract site**.

#### Maximum Total Sum Insured

**Contract Value** (unless otherwise specified in the **schedule**)

### Speculative Building(s)

**Damage** to the **contract works** occurring after **practical completion** until the **contract works** are sold. Provided this cover will only apply for a maximum period of 90 days after the earlier of either the expiry of the **period of insurance** or **practical completion**.

This additional item shall only apply to **speculative buildings** awaiting sale to a third party not otherwise defined as **you** under this **policy**.

#### Maximum Total Sum Insured

**Contract Value** (unless otherwise specified in the **schedule**)

## Undamaged Foundations

Where the **contract works** are:

- + destroyed but the foundations are not destroyed; and
- + 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.

The abandoned foundations will be considered as being lost or destroyed;

- + 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**.

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).

## 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 **schedule** as insured)
  - I. in the case of repairable **damage** we will pay;
    - the reasonable cost to repair the damaged item(s) to its former state of serviceability; and
    - 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;
    - 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 **current value** of the insured item immediately before the **damage** occurred, then **we** will regard the item as destroyed, and the basis of settlement will be made on the basis provided for in (c) below;
- IV. in the case where an item is destroyed or lost **we** will pay the 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**;
- V. the value of the item will be calculated by reference to the **current value** of the item having regard to its state of repair and condition, less the value of any salvage.

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

- c. the costs claimed having been borne by **you** and to the extent to which they are included in the **sums insured**;
- d. 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 or the **current value** 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 **our** reasonable satisfaction, 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

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 **schedule** 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 **current value** for **major plant and minor plant** used on or about the **contract site**.

If in the event of **damage** it is found that the **sums insured** are less than ninety percent (90%) of the amounts required to be insured as per (a), and (c) above, the amount recoverable by you under this **policy** in respect of these additional insured benefits and additional insured items will be reduced by such proportion as the **sums insured** bears to ninety percent (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 five percent (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 seventy two (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.

## Exclusions

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, material and workmanship

Any costs rendered necessary by defects of material, workmanship, design, plan, or specification.

Should **damage** occur to any portion of the **contract works** containing any of the said defects, the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the **contract works** had been put in hand immediately prior to the **damage**.

For the purpose of this **policy** and not merely this exclusion, it is understood and agreed that any portion of the **contract works** shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship, design, plan or specification.

### Electronic data

#### Damage to electronic data.

Provided this exclusion does not apply to **damage** arising out of:

- + fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption;
- + impact, **aircraft** and/or other aerial device and/or articles dropped therefrom;
- + sonic boom;
- + 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**;
- + breakage of glass;
- + 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;
- + storm and/or tempest and/or rainwater and/or wind and/or hail;
- + 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**.



**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** or **property damage** caused by an **occurrence** within the **territorial limits** happening:

- + during the **construction period** and, where applicable, the **maintenance period**, in connection with the carrying out of the **insured contract(s)** specified in the **schedule**; and
- + 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 **schedule**.

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 **schedule**.

## 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.)*)

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

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 liabilities that would have been implied by law in the absence of such contract or agreement.

### Contract works (insured contracts)

- a. **damage** to **contract works**, **minor plant**, **major plant**, **existing buildings**, **display buildings**, **speculative 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**; 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**.

## Faulty workmanship

The cost of performing, completing, restoring, repairing, correcting or improving any part or parts of the **contract works, business** or **products**.

## 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 Standard’s – 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

The loss of use of property which has not been physically damaged, lost or destroyed resulting from a delay in or lack of performance of any agreement by **you** or by someone on **your** behalf.

## Pollution

- a. **personal injury** or **property damage** arising from the discharge, dispersal, release, seepage, 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, seepage, 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, seepage, 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 **schedule**.

## 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

The rendering of or failure to render professional advice or service by **you** or on **your** behalf or any related error or omission.

Provided that this exclusion shall not apply to qualified medical persons employed by **you** to provide first aid and other emergency medical services at the **contract site** or **your** premises provided **your business** is not involved in the provision of medical services.

## 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 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 **schedule**.

Provided that **our** liability with respect to this liability for property temporarily in **your** control 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

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

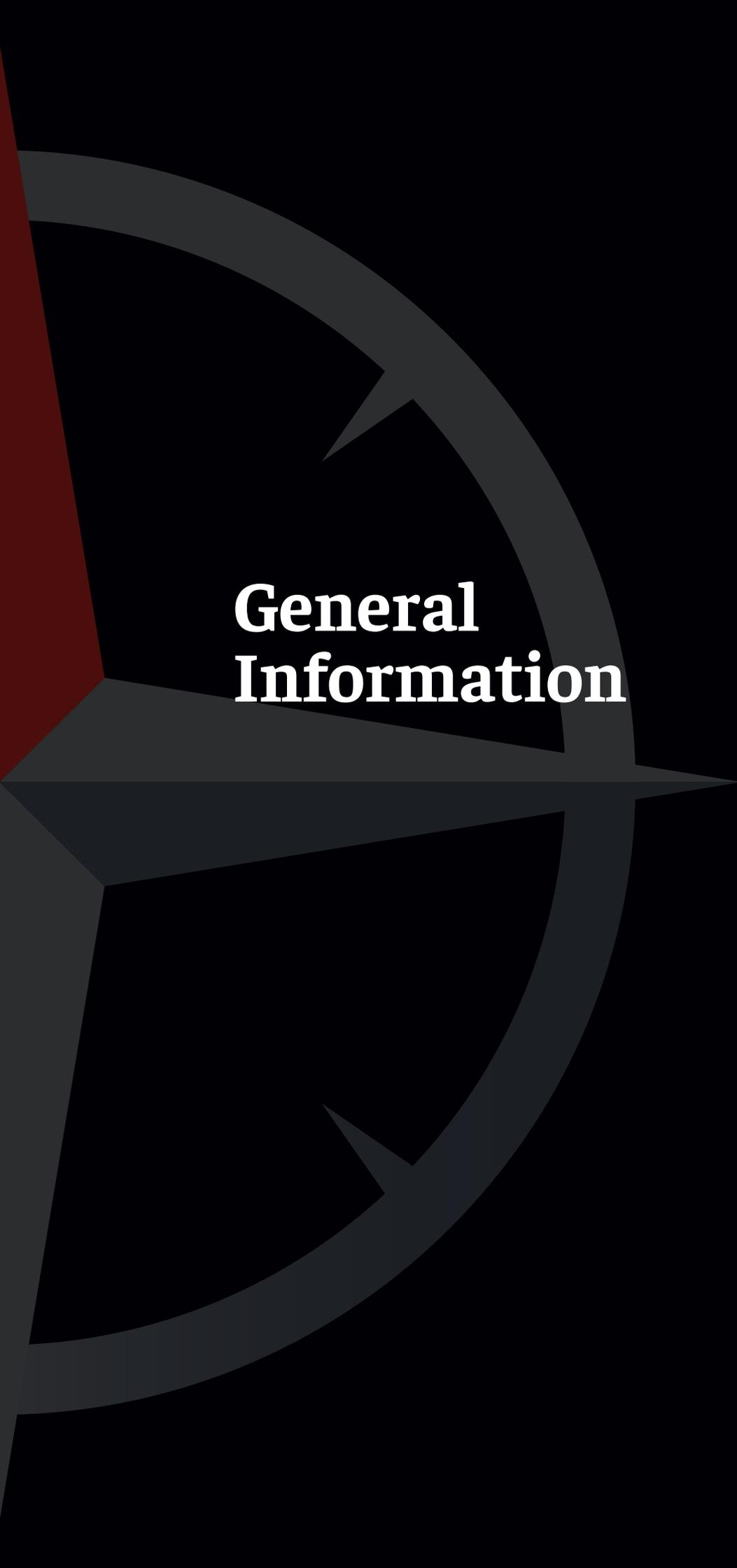
Where more than one party comprises the insured each of the parties will be considered as a separate and distinct unit and the word 'insured' will be considered as applying to each party in the same manner as if a separate **policy** had been issued to each of them provided that nothing in this clause will result in an increase of the **limit of liability** in respect of any **occurrence** or **period of insurance** specified in the **schedule**.

### 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.



# **General Information**

# 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 – General Liability* which are detailed separately.

This **policy** does not provide indemnity in respect of claims directly or indirectly for:

## Cessation of Work

**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 thirty days.

## Radioactivity

Liability directly or indirectly caused by, contributing to or arising from:

- + ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the Combustion of nuclear fuel;
- + 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 Clause

**We** will not be liable to provide any cover, pay any claims 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

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

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

Claims arising out of:

- + watercraft exceeding 8 metres in length;
- + **aircraft**; or
- + any aerial device.

# General Conditions



The following General conditions apply to the **policy**.

## Assistance and Co-operation

At all times when **you** deal with **us** **you** must:

- + provide **us** with all reasonable assistance **we** may need;
- + be truthful and frank;
- + not behave in a way that's abusive, dangerous, hostile, improper or threatening;
- + co-operate fully with **us**, even after **we** have paid a 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:

- + **you** must notify **us**, by providing **us** full details of the change;
- + **you** must, at **your** own expense:
  - 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 **schedule**. Contract(s) that are outside the **insured contract(s)** description specified in the **schedule** or have an estimated **contract value** at commencement greater than that stated in the **schedule** may be subject to revised terms & 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 **schedule**.

Within thirty days of expiry of the **period of insurance** specified in the **schedule** or thirty days from cancellation or non-renewal **you** will provide **us** with a declaration in the form **we** request setting out:

- the actual **turnover**; and
- if applicable, the actual value **major plant** and **minor plant** during the **period of insurance** and in accordance with the basis of settlement; and
- 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 **schedule** to (a) above and if applicable, (b) and (c) 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**.

## 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**.

## 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 **schedule** this **policy** is subject to a minimum and deposit premium based on 85% of the **turnover** declared by **you** prior to the commencement of the **period of insurance** being applied to the agreed rate as specified in the **schedule**.

## Our Right of Inspection

**We** will be permitted, but not obliged, to inspect **your** property and operations at any time. 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:

- + to prevent **personal injury** and **property damage**;
- + 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;
- + to employ competent **employees**;
- + to maintain all premises, fittings and plant and everything used in the **contract works** in sound condition; and
- + 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**.

# 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;
- 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** immediately on receipt any writ, summons or notice of other proceedings, which may be commenced against **you** or the principal, and
- g. give **us** all information and 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 **schedule** under '**deductible**' for which **we** will have no liability in respect of each and every type of loss shown in the **schedule**.

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.

## Other Insurance and Contribution

**You** must notify **us** of any other insurance which 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 effected by **you** or by 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 not to seek **compensation** from any person liable to compensate **you** for loss, **damage** or liability covered by **your policy**, **we** won't cover **you** for that loss, **damage** or liability.

## Subrogation and Recovery action and Uninsured Loss

**We** may at any time, 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** have 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** will need to give **us** documents supporting **your** loss. Before **we** include any uninsured loss in the recovery action **we** will also ask **you** to agree to the basis on which **we** will handle **your** recovery action. **You** may need to contribute to legal costs in some circumstances.

## 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.

These other terms apply to how **your policy** operates.

## Canceling Your Policy

### How you may cancel this policy

- a. **you** may cancel this **policy** by giving **us** thirty days' notice in writing that **you** want to cancel it. After cancellation by **you** the premium for the period up to the date of cancellation will be adjusted on a pro-rata basis plus ten per cent of the premium for the unexpired period, subject to retention of the minimum premium **we** charge;
- b. 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 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 **schedule**. **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. 4.00 o'clock in the afternoon of 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.

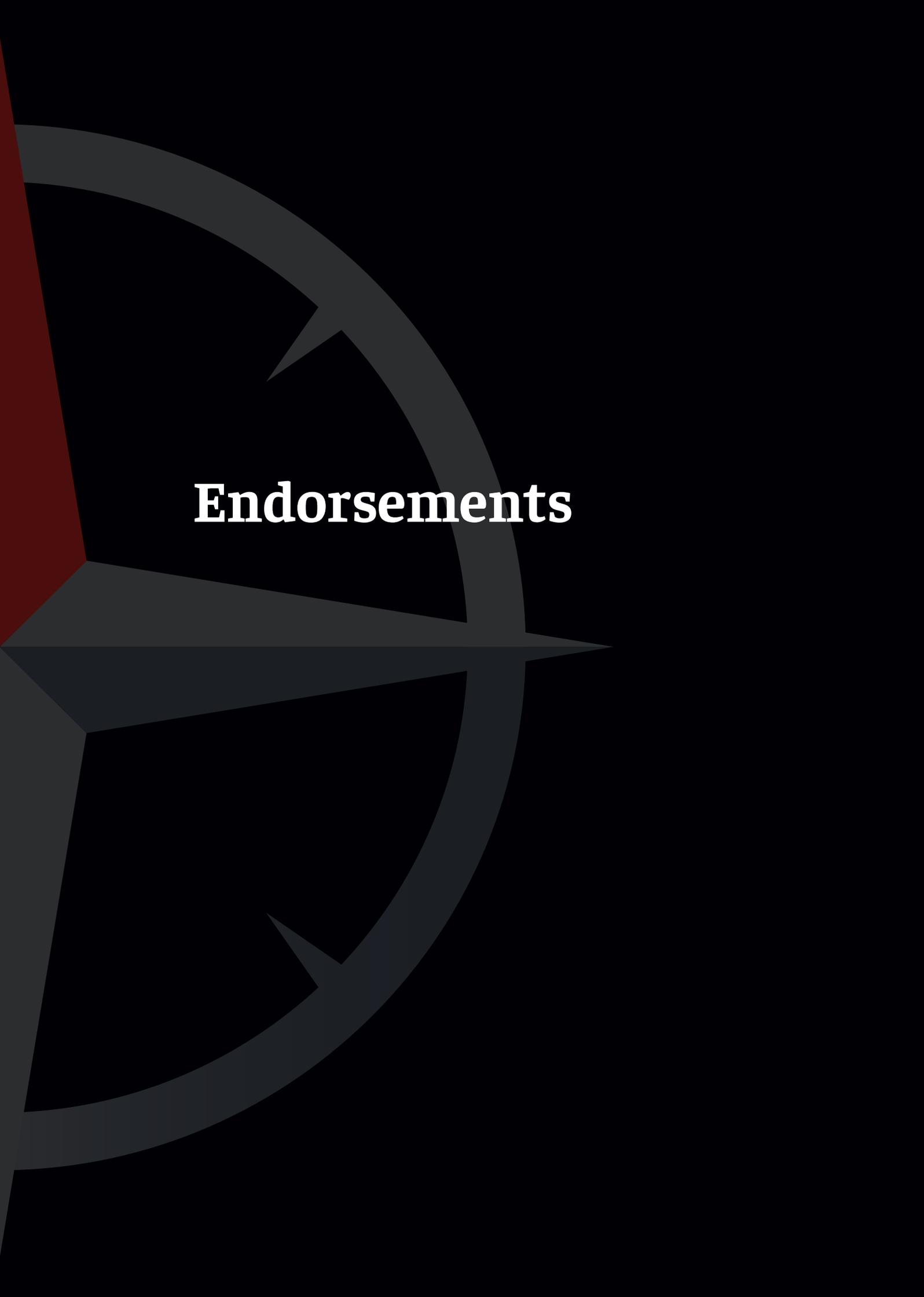
## Changing Your Policy

Changes to this **policy** only become effective when **we** agree to them and send **you** a new **schedule** detailing the change.

## Notices

Any notice **we** give **you** will be in writing, and will be effective once it's delivered to **you** personally, to **your** insurance broker or to **your** last known address (including when it's an electronic one).

It's important for **you** to tell **us** of any change of address as soon as possible.



# Endorsements

# Endorsements to the Policy Wording

The **schedule** lists the Endorsement Clauses that are applicable to this **policy**. Where these are referenced in the **schedule**, the below clauses 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 **schedule**

## A02 incomplete trenches

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 **schedule**.

For the purposes of this endorsement the following word(s) with special meaning applies:

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.

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**.

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.

We will not be liable for:

- a. the cost of rectification of subsidence of completed backfill regardless of the cause of subsidence;
- b. the costs of removal of water, silt, other debris or collapsed trench wall material in excess of the amount specified in the **schedule** as the **sum insured** for the cost of removal of debris;
- 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;
- d. clearing and cleaning pipes, the ends which have not been sealed immediately after leaving to prevent penetration by water and other details;
- 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.

## A03 dewatering partial exclusion

We will not be liable for any costs associated with:

- a. additional expenses incurred for dewatering because the quantities of water to be removed exceed the quantities allowed for in the **insured contract**;
- 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;
- c. additional expenses incurred for the discharge of run-off or groundwater;
- d. any expenses incurred for grouting or other measures necessary to prevent the leaking of water into excavations, foundations or basements.

## A04 dewatering total exclusion

We will not be liable for any costs associated with dewatering.

## A05 vegetation

We will not be liable for **damage** to vegetation which forms part of the **contract works** which arises directly or indirectly from:

- a. disease;
- b. lack of water;
- c. excess water;
- d. replanting operations or replanting operations after theft;
- e. the action of moths, termites, or other insects, vermin, mildew, mould or wet or dry rot;
- f. transportation operations.

For the purpose of this exclusion vegetation includes but is not limited to, flowers, plants, trees, grasses and turf.

## A06 unsealed roadworks

We will indemnify **you** for **damage** to unsealed roadworks up to a maximum length as specified in the **schedule** in the aggregate for any one loss during the **construction period**.

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.

For the purposes of this endorsement the following word(s) with special meaning applies:

Unsealed roadworks means: partial or completed works that have not received a minimum of one application of a weatherproof course or substance.

### A07 re-stumping of dwellings

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.

### A08 hand tools

We will not be liable for **damage** to hand tools.

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.

### A09 heritage listed building basis of settlement

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 **schedule** as insured:

- 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;
- 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**.

Provided this amendment is subject to all other terms, conditions and exclusions of this **Policy**.

### A10 glazing deductible

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**.

Provided this condition is subject otherwise to all other terms, conditions and exclusions of this **policy**.

### A11 damage to piling, foundations or retaining walls

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

- a. for replacing or rectifying piles or retaining wall elements;
  - I. which have become misplaced, misaligned or jammed during construction;
  - II. which are lost or abandoned or damaged during driving or extraction;
  - III. which have become obstructed by jammed or damaged piling, piling equipment of casings.
- b. for rectifying disconnected or declutched sheet piles;
- c. for rectifying any leakage or infiltration of material of any kind;
- d. for filling voids or for replacing lost bentonite;
- 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;
- f. for reinstating profiles or dimensions.

### A12 reactive soils exclusion

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.

Including but not limited to indemnifiable **damage**, cost and expense caused by, arising from or contributed to by:

- a. swelling of soils, soil heave or ground heave;
- b. drying out of soils and excavated materials;
- c. excavation, replacement, removal, disposal, treatment, processing or remediation of soil and excavated materials because their chemical and physical properties render them less suitable or unsuitable for use in or incorporation into the **contract works**.

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.

### A13 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, permission is granted by insurer(s) 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.

However this endorsement will only apply to **Section A** of the **policy**.

### A14 claims preparation costs

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**.

This endorsement is subject to a maximum of \$5,000 **sum insured** unless otherwise specified in the **schedule**.

### A15 declaration conditions

The following amendments are made to this **Policy**:

General Condition headed "Declaration, Premium and Adjustment" is hereby deleted and replaced with the following:

Within (30) days **you** shall declare to **us** in writing and pay the premium within terms agreed for all new contracts commenced not withstanding cancellation or non-renewals of this **policy**. Cover shall continue for all contracts commenced and declared (as required) prior to date of cancellation or non-renewal until expiry of any **maintenance period**, subject to payment within agreed terms.

This endorsement is subject otherwise to the terms, conditions and exclusions of this **policy**.

### A16 existing building - annual

**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.

Provided that **we** will not indemnify **you** for **damage** to:

- a. the building(s) where they have not been made waterproof and secured at the close of each day's work; and/or
- b. wall and floor finishes or covering or any contents therein.

Subject to:

- a. the limit specified in the **schedule** for **existing buildings** limit any one building;
- b. a total annual aggregate limit specified in the **schedule** for all claims under this endorsement.

### B01 blasting and/or explosives

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:

- a. any blasting; and/or
- b. the use, detonation, transportation or storage of explosives.

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.

### B02 failure to supply

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.

### B03 roads, road surfaces and underground services

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.

For the purposes of this exclusion the following word(s) with special meaning applies:

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.

### B04 vibration or weakening of supports

This **Section B** does not provide indemnity in respect of claims directly or indirectly 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.

### B05 demolition

This **Section B** does not provide indemnity in respect of any claim directly or indirectly for **Personal Injury** or **Property Damage** resulting from demolition of buildings or structures.

### B06 products liability

The following amendment is made to **Section B Legal Liability**:

What **you** are insured against 'Legal liability' is deleted and replaced with the following: 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** or **property damage** caused by an **occurrence** within the **territorial limits** happening:

- a. during the **construction period** and, where applicable, the **maintenance period**, in connection with the carrying out of the **insured contract(s)** specified in the **schedule**; and
- b. during the **period of insurance** in connection with the **named insured's business**.

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)**.

### **B07 vacant land**

The following amendment is made to *Section B Legal Liability*:

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**.

Cover under this endorsement is subject to each location being declared to **us** in writing prior to the commencement of such cover.

### **B08 excavation and underpinning**

**We** will not indemnify **you** for any sums **you** shall become legally liable to pay, as compensatory damages (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.

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.





**NSW**  
Suite 3, Level 18, 201 Kent St  
Sydney, NSW 2000

The Forum, Level 3  
240 Pacific Highway  
Charlestown, NSW 2290

Level 4, 161 Walker St  
North Sydney, NSW 2060

**VIC**  
Suite 4, 400 Canterbury Rd  
Surrey Hills, VIC 3127

**QLD**  
Level 12, 324 Queen St  
Brisbane, QLD 4000

**WA**  
PO Box 864  
Joondalup DC, WA 6919

**SA**  
PO Box 3100  
Unley, SA 5061