

# Supplementary Product Disclosure Statement

## Changes to the PDS

This Supplementary Product Disclosure Statement (SPDS) is an update to the most recent WFI Product Disclosure Statement and Policy Booklet (PDS). This SPDS should be read with your PDS. These documents together with your Certificate of Insurance make up the terms and conditions of your insurance contract with us.

This SPDS was prepared on 23 May 2019 and applies to policies with a commencement date or a renewal effective date on or after 30 June 2019.

## Important Information

External complaints are now administered by the Australian Financial Complaints Authority (AFCA).

AFCA is independent and administers the external segment of the general insurance industry's alternative dispute resolution scheme, approved by the Australian Securities and Investments Commission.

## Our Complaints Handling Procedures

All references to the Financial Ombudsman Service Australia (FOS) in the PDS are to be replaced with Australian Financial Complaints Authority (AFCA).

The AFCA contact Telephone, Website and Email details throughout the PDS, are to be replaced by the following AFCA contact details:

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001.

# TRADES INSURANCE KIT

## Product Disclosure Statement

Date of preparation: 1 August 2017



Good people to know.



# How the Trades Insurance Kit works

Date of preparation: 1 August 2017

## About the insurer and WFI

The insurer for this Trades Insurance Kit is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1, Bassendean DC WA 6942

Email: [info@wfi.com.au](mailto:info@wfi.com.au)

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

This Trades Insurance Kit consists of 6 different policies You can choose from, covering different risks. This gives You the flexibility to arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Trades Insurance Kit.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. This Trades Insurance Kit does not offer insurance for Your liability for workers' compensation, nor does it include insurance cover for a range of other risks You might want to insure against. You need to determine whether this is the case and make sure You are appropriately protected.

Any advice We or Our representatives provide is general advice only and does not take account of Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the:
  - Important information (pages 3 to 8)
  - General conditions (page 9)
  - General exclusions (page 10)
  - General definitions (pages 11 and 12)which apply to all policies; and
- read the policy wording. It tells You:
  - what the policy insures
  - what the policy does not insure
  - what We pay for a claim
  - any additional benefits We provide
  - any optional benefits We offer
  - any special conditions We apply
  - any special meanings We apply to words used in that particular policy.

There is an index at the front of each policy for easy reference.

## Policies You can choose from

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# Important information

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Trades Insurance Kit in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy), Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

Words capitalised in headings do not have definitions.

All of the other words in this Trades Insurance Kit have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 7 and 8.

Where We have agreed to issue You with insurance, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms)
- pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured
- identify the Period of Insurance during which Your policies will operate
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the Certificate of Insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the Certificate of Insurance and the policy documents in a safe place.

## The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a Certificate of Insurance and only for the Period of Insurance shown on the Certificate of Insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with provisions shown on the Certificate of Insurance issued to You.

Subject to what We tell You on pages 4 and 5 about excesses, if a provision shown on the Certificate of Insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located; and
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or low claims experience). If You have any queries about this You can ask Us when You apply for cover.

If You pay for Your policy by instalments, Your total premium will be higher than if You pay annually.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policies. We show the amounts on the Certificate of Insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

You can pay the premium annually or by instalment each fortnight, month, quarter or half-year in advance. When You apply for insurance We tell You how and when the premium needs to be paid. It is a term of Your policy that You pay the premium to Us by the times required by Us.

## Excess (Your contribution)

An excess is the first part of any claim on a policy which You must pay. The amount We must pay under the policy is reduced by the amount of the excess. You only have to pay an excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

Where the amount of an excess for an event mentioned in a policy is different to the amount of an excess shown on the Certificate of Insurance for that same event for the same policy, You must pay the higher excess.

Except in the case of Our Commercial vehicle policy, You only have to pay one excess on claims You make under a number of the policies in this Trades Insurance Kit that arise out of the one event, being the highest one payable under the policies.

The following examples are only a guide as to how an excess or excesses might be calculated in any particular set of circumstances. The amount(s) of the excess(es) in the examples are for ease of calculation. Read the policies and Your Certificate of Insurance for the amount(s) of the excess(es) in Your circumstance.

#### Example of a one event excess

An insured event happens that damages a vehicle insured under Your Commercial vehicle policy and also an item insured under Your General property policy. The Certificate of Insurance shows an excess for that event of:

- \$400 on Your Commercial vehicle policy; and
- \$75 on Your General property policy.

You claim for all damage. You are only required to pay one excess of \$400 because that excess is the highest one of all the policies and all of the damage arose out of the one event.

#### Example of when more than one excess will apply

Under the Commercial vehicle policy, You are required to pay more than one excess in the circumstances mentioned in the policy. We refer You to page 45 of this Trades Insurance Kit where We tell You more about the different excesses that apply.

The driver of Your comprehensively insured car is 20 years of age and involved in an at fault Accident which causes damage to Your car. The Certificate of Insurance for Your Commercial vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for young drivers 19-20 years of age. You are required to pay an excess of \$1,100, being the excess of \$400 plus the excess of \$700 as the person driving, operating or in charge of the car was 19-20 years of age.

*Sometimes We introduce or increase an existing excess on renewal of any of the policies. This might be done on an individual person's policies or those covering risks at certain locations or over all locations. We generally do this*

*because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.*

## Utmost good faith

The law requires each of Us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

The policies in this Trades Insurance Kit are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## Good and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium. All amounts insured by the policies are in accordance with the advice You have given to Us regarding Your GST status and the GST status of items to be insured. We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies. In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input tax credit should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your policies is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## How GST affects claim payments

### Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay. When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage

of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise Us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

### **Where We insure Your liability to third parties**

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

## **Terrorism Insurance Act 2003 (Cth)**

These policies exclude cover for losses as a result of an Act of Terrorism.

In the event that Damage to Property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003 (Cth)*. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003 (Cth)* can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## **Dishonest claims**

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## **Keep up to date records of insured property**

To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value

and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date.

## **Changing the terms of any of Your policies**

You may ask Us to change a term of any of Your policies. If We agree, We will confirm the change in writing.

## **Your cooling-off right**

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You may cancel Your policies by notifying Us in writing within 30 days of You receiving the Certificate of Insurance that You wish to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

## **When You can cancel**

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

If You pay Your premium by instalment, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You; and
- if the policy is paid by instalments, all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

We do not refund premium if the Certificate of Insurance specifically says there is no refund of premium.

## **When We can cancel**

We may cancel a policy as allowed by the *Commonwealth Insurance Contracts Act 1984 (Cth)*. We give You a notice in writing.

If We cancel and You paid an annual premium, We will refund the premium less an amount to cover the period for which You were insured.

If We cancel and You pay Your premium by instalments, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

## **Instalment policies**

### **Premium payment**

You can pay Your premium in fortnightly, monthly, quarterly or half-yearly instalments. You can pay by direct debit from an account or credit card that You nominate.

If Your policy is paid by instalments, You authorise us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or credit card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment.

### **Consequences of an unpaid instalment**

An unpaid instalment is an instalment that is due but cannot be deducted from Your nominated account or credit card. This may occur where an instalment payment is dishonoured, rejected, not received or otherwise unable to be deducted from Your nominated account or credit card.

If You make a claim and there are one or more unpaid instalments, We will either deduct the outstanding amount from Your nominated account or credit card or from the amount We pay to You for Your claim.

If an instalment remains unpaid for more than one month after the instalment was due to be paid, then We will cancel Your policy. We will give You notice in writing of this cancellation.



## Remaining instalments

If Your insurance ceases as a result of a claim, such as a total loss, then We will deduct from the amount We pay to You for Your claim the total of the remaining instalments for the Period of Insurance as if the policy had continued.

If You cancel Your policy and have made a claim or are entitled to make a claim under the policy, then all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

If You appoint a broker, then all the remaining instalments for the Period of Insurance are payable as different arrangements apply.

## At renewal

Instalments on renewed policies will continue to be deducted at the same frequency and from the same nominated account or credit card. The instalment amount will be different as it will be based on the premium for the renewed policy.

## Changing Your payment details

If You want to change Your nominated account or credit card, You must contact Us at least 14 days before Your next instalment is due.

## Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self-regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

## Our Complaints Handling Procedures

To access Our 'Complaints Handling Procedures', simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim.

If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, You may access Our 'Complaints Handling Procedures' and Our internal dispute resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at [www.wfi.com.au](http://www.wfi.com.au).

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Financial Ombudsman Service Limited, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Financial Ombudsman Service Australia  
Freecall: 1800 367 287

Post: GPO Box 3, Melbourne  
Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

If Your complaint is to do with a privacy issue, You may refer it to the Office of the Australian Information Commissioner.

## Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

### Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding you, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

## Use and disclosure

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Financial Ombudsman Service Australia.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### Indirect collection

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### Overseas recipients

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

### Marketing

We also collect Your information so that We and Our related companies and business alliance partners can

offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### Access and correction

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access. If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

### Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

### Privacy policy

For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

### Complaints

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' and internal dispute resolution (IDR) process by contacting Us. Your complaint will be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218, Sydney  
NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Financial Ombudsman Service Australia (FOS). The FOS can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt. The FOS is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by FOS' determinations, provided the dispute falls within the FOS' Terms of Reference. You have two years from the date of our letter of decision to make an application to the FOS for a determination. You can access the FOS dispute resolution service by contacting them at:

Financial Ombudsman Service Australia

Freecall: 1800 367 287

Post: GPO Box 3, Melbourne  
Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

## General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001 (Cth)* and any other documents We tell You are included, make up Our PDS. Where required and where permitted to by law We may need to update this PDS from time to time. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS. You can obtain a paper copy of any updated change without charge by contacting Us.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

## Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer. Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

# General conditions

## applying to all policies

### What You must do when You have a policy

#### **You must:**

- keep all insured property in good condition
- comply with legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us immediately:
  - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. We may cancel or change the terms on which We are prepared to offer or continue cover if there is a material change
  - if You no longer have an interest in the insured property
  - if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

### What You must and must not do if You make a claim or an event happens that might lead to You making a claim

#### **You must:**

- do everything You can to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- immediately tell the police if a criminal act might have caused the loss, damage or injury
- immediately tell Us about the claim or the event and send Us written details when We require this
- immediately send Us any correspondence You receive about the claim or the event
- give Us any information and help We may need in handling the claim.

#### **You must not without Our prior consent:**

- repair or dispose of any damaged property until We have had the opportunity to inspect it
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

### What can affect Your entitlements

We may decline or reduce the amount of any claim or refuse to indemnify You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another Person.

If You do not do what You are obliged to do under Your policy, We may refuse to pay a claim or any part of it.

### What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

# General exclusions

## applying to all policies

### What is not insured by any of the policies in this Trades Insurance Kit

The policies in this Trades Insurance Kit do not insure You for the following types of loss. Please read each of Your policies carefully as they do not provide cover for other losses as well.

#### None of the policies in this Trades Insurance Kit insure against:

##### 1 asbestos

- any liability for Personal Injury, Damage to Property or loss of income directly or indirectly caused by or arising out of or in connection with asbestos.

##### 2 consequential loss

- consequential loss of any kind or description whatsoever.

This exclusion does not apply to:

- the Legal liability, the Legal liability (Victorian Plumbers), the Legal liability (Queensland Electricians) and the Personal accident policies in this Trades Insurance Kit; and
- the extent that an additional or optional benefit in a policy in this Trades Insurance Kit expressly extends to cover consequential loss.

##### 3 deliberate acts

- any Personal Injury or Damage to Property deliberately or wilfully caused by You, by anyone acting with Your express or implied consent, or by anyone entitled to benefit under a policy in this Trades Insurance Kit.

##### 4 electronic data, cyber, e-commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of, Computer Equipment; or
  - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
  - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

##### 5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages awarded against You or Your Family or any fines or civil penalties imposed on You or Your Family.

##### 6 radioactive contamination

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - a nuclear reactor or power station; or
  - radioactive contamination; or
  - nuclear reaction, radiation or fission; or

- the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

##### 7 terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with:
  - an Act of Terrorism; or
  - action taken to control, prevent or suppress, or attempt to control, prevent or suppress, an Act of Terrorism.

##### 8 war

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - war, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not);
  - civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
  - nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority.



# General definitions

applying to words We use in this Trades Insurance Kit

WORDS OR TERM	DEFINITION
<b>Accident</b>	means a sudden, unexpected and unintended event which: <ul style="list-style-type: none"><li>• You did not intend or expect; and</li><li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li></ul> 'Accidental' and 'Accidentally' have corresponding meanings.
<b>Act of Terrorism</b>	means an act, including but not limited to the use or threat of force or violence by any Person or group(s) of Persons, whether acting alone or on behalf of or in connection with an organisation(s) or government(s), which from its nature or context is committed 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.
<b>Aircraft</b>	means any craft or object designed to travel through air or space, other than model aircraft.
<b>Business</b>	means the 'Business' shown on the Certificate of Insurance.
<b>Business Premises</b>	means the location of the Business shown on the Certificate of Insurance.
<b>Certificate of Insurance</b>	means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.
<b>Claimant</b>	means a Person that makes a claim on You.
<b>Computer Equipment</b>	means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.
<b>Damage to Property</b>	means physical loss of or physical damage to property.
<b>Employee</b>	means a person employed by You under a contract of service.
<b>Flood</b>	means 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>• any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li><li>• any reservoir, canal, or dam.</li></ul>
<b>Hovercraft</b>	means any vessel, craft or device made or intended to float on, or in, or travel on or through the atmosphere or water on a cushion or air provided by a downward blast.

WORDS OR TERM	DEFINITION
<b>Occurrence</b>	means an event including continuous or repeated exposure to substantially the same general conditions which: <ul style="list-style-type: none"> <li>You did not intend or expect; and</li> <li>a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul>
<b>Period of Insurance</b>	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
<b>Person</b>	means a natural person, firm, company, partnership, incorporated association, Incorporated body or statutory body.
<b>Personal Injury</b>	means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.
<b>Storm</b>	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain or snow.
<b>Watercraft</b>	means any boat, ship, vessel, craft or thing made or intended to float on or in or travel on or through water.
<b>We, Us, Our and WFI</b>	means Insurance Australia Limited trading as WFI.
<b>You</b>	<ul style="list-style-type: none"> <li>means the Person or entity shown on the Certificate of Insurance as the Insured. If two or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the Insured is responsible for the completeness and accuracy of information in any application for insurance and in any form, document, statement or claim supplied to Us or Our agents or employees by any one of them. Each one is also obliged to comply with the terms of any policy taken out by them; and</li> <li>for the purpose of the Legal liability policy, Section 1 of the Legal liability policy (Victorian Plumbers) and Section 1 of the Legal liability policy (Queensland Electricians) only, extends to include every principal in respect of the principal's liability arising out of: <ul style="list-style-type: none"> <li>the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by the policy under which the principal is claiming</li> <li>any products sold or supplied by the Insured, but only in respect of the Insured's acts or omissions in connection with such products and in any event only for such coverage and limits of liability as are provided by the policy under which the principal is claiming</li> </ul> </li> <li>for the purpose of the Legal liability policy, Section 1 of the Legal liability policy (Victorian Plumbers) and Section 1 of the Legal liability policy (Queensland Electricians) only, extends to include every member of an incorporated association, but only if the incorporated association is shown on the Certificate of Insurance as the Insured and in any event only for such coverage and limits of liability as are provided by the policy under which the member is claiming.</li> </ul> <p>'Your' and 'Yourself' have corresponding meanings.</p>
<b>Your Family</b>	means Your: <ul style="list-style-type: none"> <li>spouse or de facto who lives solely with You; and</li> <li>unmarried children who live with You; and</li> <li>parents and the parents of Your spouse or de facto who solely live with You; and</li> <li>student children boarding at school, college or university.</li> </ul>
<b>Your Place of Work</b>	means the Business Premises or any other place in Australia at which You are repairing, servicing or maintaining a vehicle or Watercraft.

# Legal liability policy

*This policy insures You against Your legal liability to others in connection with Your Business.*

*You only have this policy if the risk 'Business legal liability' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and the General exclusions on page 10 apply to this policy. The General definitions on pages 11-12 apply to words used in this policy.*

<b>What You are insured against</b>	<b>14</b>
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## What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property that happens during the Period of Insurance in connection with the Business and:

- is directly caused by an Occurrence; and
- happens:
  - in Australia; or
  - outside Australia, but only with respect to:
    - \* an overseas business visit in connection with the Business by You or by any of Your directors, partners, officers, executives or Employees ordinarily resident in Australia, but not if You or they are performing manual work or supervising manual work in the United States of America or Canada or their protectorates or dependencies; or
    - \* products supplied from Australia, but the indemnity granted in relation to such products shall not apply to claims in respect of Personal Injury or Damage to Property happening in the United States of America or Canada or their protectorates or dependencies where, with Your knowledge, such products have been exported to the United States of America or Canada or their protectorates or dependencies.

*There is no cover for products supplied from Australia if 'No cover for product liability' is shown on the Certificate of Insurance.*

## What is not insured

This policy does not insure You against a liability:

### 1 agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:

- expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property pursuant to the terms of a lease or premises which You lease and occupy in connection with the Business; or
- expressly give up a right which You would have had if the agreement had not been made.

### 2 Aircraft, Hovercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft;
  - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which Aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

### 3 Aircraft products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
  - product which You knew or had reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft; or
  - component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

### 4 compulsory and other insurance

- if You are required by law to be insured against that liability under another policy of insurance  
*For example, You may be required by law to be insured against that liability by a compulsory workers' compensation or employers' indemnity policy, a compulsory motor vehicle third party personal injury policy or a compulsory professional indemnity policy.*
- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

### 5 construction

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - construction, erection, alteration or addition, repair, maintenance, or demolition to or of a building not owned or occupied by You carried out by You or carried out on Your behalf if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that construction, erection, alteration, addition, repair, maintenance or demolition exceeds \$1,000,000. However this exclusion does not apply if:
    - \* You notify Us of the contract prior to works under the contract commencing; and
    - \* We agree not to apply this exclusion; and
    - \* You pay any additional premium and accept any additional conditions We require.
  - vibration, tunnelling, underpinning, or the removal or weakening of or interference with the support of dry land, property or a building or structure.

### 6 defamation

- for defamation.

### 7 directors and officers liability

- arising directly out of Your position as a director or officer of a company.

### 8 disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
  - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
  - a disease declared to be a 'quarantinable disease' under the Quarantine Act 1908 (Cth) and subsequent amendments or any 'listed human disease' under the Biosecurity Act 2015 (Cth) including any subsequent amendments or replacement thereof or any equivalent legislation; or



- Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

### 9 genetically engineered or genetically modified substance or organism (GMO)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified substance or organism.

### 10 lack of performance

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

### 11 manufacture of pesticides or herbicides

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture of pesticides or herbicides.

### 12 partnership

- of a partner to another partner where the partnership is an insured under this policy.

### 13 pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but this exclusion does not apply if the actual discharge, dispersal, release or escape:
  - is not expected or intended by You; and
  - would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
  - is directly caused by a sudden event which takes place at

a clearly identifiable point in time during the Period of Insurance.

- for any costs incurred in preventing, removing, nullifying or cleaning up any discharge, dispersal, release or escape as described in the first bullet point of this exclusion '13 pollution', but this exclusion does

not apply to:

- removal, nullifying or clean-up costs which are consequent upon an unexpected, unintended and sudden cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property.

### 14 products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product You sold or supplied if 'No cover for product liability' is shown on the Certificate of Insurance
  - the inherently harmful nature of a product You sold or supplied
  - the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product
  - a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly
- for damage to a product You sold or supplied if the damage is attributable to a defect or fault in that product
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied

- trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

### 15 professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable. This exclusion does not apply to a claim for Personal Injury or Property Damage arising directly out of:
  - first aid treatment rendered by or for You or on Your behalf on the Business Premises, but only if the Business does not involve rendering medical treatment to humans; or
  - advice which is given by You without charging any fee; or
  - advice given by You in respect of the use or storage of Your products.

### 16 sport and recreation

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* power boating, aquaplaning, jet skiing, waterskiing or an underwater activity
    - \* flying, gliding, parachuting, skydiving or hot air ballooning
    - \* canoeing, kayaking or white water rafting
    - \* abseiling, rock climbing, mountaineering or caving
    - \* ski jumping or bungee jumping
    - \* hunting on horseback, rodeo, horse or harness training, trialling or racing, polo, polocrosse or camp drafting
    - \* the use of any chair lift, cable car or flying fox
    - \* the organised playing, training or coaching of:
      - ◇ football of any kind
      - ◇ water polo
      - ◇ hockey or lacrosse

- ◇ basketball or netball
- ◇ wrestling, boxing or a martial art.

## 17 territorial limits

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
  - in Australia based upon or to enforce a claim described in the first or second dash above.
- for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security.
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
  - a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.

## 18 transit

- for Damage to Property You are transporting for reward in or on a vehicle (including the loading and unloading of the vehicle and the packing, unpacking, stacking and unstacking of the property being transported) while in Your physical or legal possession, custody or control.

We will not apply this exclusion to a liability for damage to a vehicle if the liability for that damage is not also excluded by '21 vehicles or Watercraft (including any attachment to them)'

## 19 treatment

- for Personal Injury or Damage to Property directly or indirectly

caused by or arising out of treatment, other than:

- a first aid service prescribed or administered by You or on Your behalf
- a hairdressing or beautician service where the Business shown on the Certificate of Insurance is 'Hairdresser' or 'Beautician' and the service is provided in connection with the Business and is:
  - \* ordinarily provided in a hairdressing or beauty salon; and
  - \* performed by a suitably trained and competent person.

## 20 underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:
  - could readily see the underground service or underground property; or
  - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

## 21 vehicles or Watercraft (including any attachment to them)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the ownership, maintenance, operation or use of any Watercraft exceeding eight (8) metres in length
- for loss of or damage to a vehicle or Watercraft in Your physical or

legal possession, custody or control unless:

- You normally repair, service, maintain or store vehicles or Watercraft in the course of the Business and the Occurrence happens:
  - \* in the course of the Business; and
  - \* at Your Place of Work or whilst the vehicle or Watercraft is:
    - ◇ parked or being parked within a 0.5 kilometre radius; or
    - ◇ being tested within a 20 kilometre radius; or
    - ◇ being collected or delivered to a customer within a 75 kilometre radius,
      - of Your Place of Work
- in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
  - \* You had agreed to hire the vehicle for not more than 72 hours; and
  - \* You were using the vehicle in connection with the Business.
- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:
  - it belongs to a customer and is being driven or operated by You for the sole purpose of it being:
    - \* parked within a 0.5 kilometre radius; or
    - \* tested within a 20 kilometre radius; or
    - \* collected or delivered to a customer within a 75 kilometre radius,
      - of Your Place of Work
  - You had agreed to hire the vehicle for a period of not more than 72 hours;
  - the loss or damage is to the property of a customer (other than a vehicle) which is in transit between the Business Premises and the customer's premises or any other place for

the purpose of You repairing, servicing or maintaining it; or

- the vehicle is being used in circumstances where the law does not require it to be registered.

**Notwithstanding anything said above, You are not under any circumstances insured against a liability for loss of or damage to a vehicle or for a liability for Damage to Property or Personal Injury directly or indirectly caused by or arising out of the use of a vehicle if at the time of the Occurrence:**

- any of the matters mentioned in any bullet point under the heading 'What is not insured under section 2 of this policy' in Our Commercial vehicle policy on page 43 in this Trades Insurance Kit has arisen or occurred. However, these exclusions will not apply to liability for Personal Injury arising directly or indirectly out of the use of an unregistered vehicle unless:
  - the law requires the vehicle to be registered at the time of the Occurrence; or
  - the liability for Personal Injury is required by law to be covered under a workers compensation policy or statutory scheme, a compulsory third party injury motor insurance policy or statutory scheme, or other compulsory insurance policy
- the vehicle was:
  - not registered when the law required it to be registered
  - unsafe or not roadworthy
  - part of the stock in trade of the Business
  - carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
  - carrying a passenger for payment unless Your Business occupation is omnibus proprietor in which case this exclusion will not apply
  - involved in, or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
  - being driven, towed, operated by, or in charge of a person who:

- \* did not have a licence required by law
- \* did not comply with all of the terms and conditions of their licence
- \* was under the influence of alcohol or a drug
- \* had more than the legal limit of alcohol or a drug in their blood
- \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

*If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on the exclusion described in the 'dash' above if You can satisfy Us that at the time of the Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of the vehicle:*

- *did not have the required licence; or*
- *did not comply with all of the terms and conditions of their licence; or*
- *was or might be under the influence of alcohol or a drug.*

## **22 workmanship**

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

*This exclusion does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.*

## **23 You, Your Family, Employees, customers, guests, visitors and workers**

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:
    - \* premises You lease and occupy in connection with the Business
    - \* a vehicle

- a member of Your Family or a person who lives solely with You or a member of Your Family
- an Employee if the loss or damage arises out of or in the course of their employment with You.
- for Personal Injury to:
  - You or a member of Your Family or a person who lives solely with You or Your Family; or
  - an Employee if the Personal Injury arises out of or in the course of their employment with You; or
  - a person working with You under a government scheme.

## **What We pay**

### **Limit any one Occurrence**

We pay up to the 'Limit of indemnity any one Occurrence' shown on the Certificate of Insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to the greater of \$25,000 or the sum insured shown on the Certificate of Insurance for 'Property in Your physical or legal control'.

### **Aggregate limit per Occurrence**

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

### **Aggregate limit for product liability**

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for product liability' for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

### **Aggregate limit for pollution liability**

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

## Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Trades Insurance Kit even though You may have a claim under another policy.

## Reminder

*As mentioned on page 9 of this Trades Insurance Kit, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.*

## Additional benefit

### Legal costs

If We agree to indemnify You for a liability You may have for a claim made against You, We will pay the reasonable legal costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance.

## Special conditions

### Discharge of liabilities

We may pay You the amount of the 'Limit of indemnity' shown on the Certificate of Insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim.

If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

### Keeping records

During the Period of Insurance and for 10 years following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform
- the names and addresses of the purchasers of the products You sell or supply
- all documents relating to the sale or supply of products.



# Legal liability policy (Victorian Plumbers)

*This policy insures Your legal liability to others in connection with the Business shown on the certificate of insurance.*

*You only have this policy if 'Legal Liability policy (Victorian Plumbers)' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and General exclusions on page 10 apply to this policy. The General definitions on pages 11 and 12 apply to words used in this policy.*

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## Section 1: Public and products liability

### What is insured

This section of the policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property that happens in Australia during the Period of Insurance and is directly caused by an Occurrence that happens in connection with the Business.

### What is not insured

**This policy does not insure You against a liability:**

#### 1 agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:
  - expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property pursuant to the terms of a lease or premises which You lease and occupy in connection with the Business; or
  - expressly give up a right which You would have had if the agreement had not been made.

#### 2 Aircraft, Hovercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the ownership, operation, or use by You of any Aircraft or Hovercraft;
  - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which Aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

#### 3 Aircraft products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
  - product which You knew or had reasonable cause to believe would be or is intended for incorporation into any

critical part, the structure, machinery or controls of any Aircraft; or

- component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

#### 4 compulsory and other insurance

- if You are required by law to be insured against that liability under another policy of insurance

*For example, You may be required by law to be insured against that liability by a compulsory workers' compensation or employers' indemnity policy, a compulsory motor vehicle third party personal injury policy or a compulsory professional indemnity policy.*

- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

#### 5 defamation

- for defamation.

#### 6 directors and officers liability

- arising directly out of Your position as a director or officer of a company.

#### 7 disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
  - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
  - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
  - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (vCJD).

#### 8 genetically engineered or genetically modified substance or organism (GMO)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified substance or organism.

#### 9 lack of performance

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

#### 10 manufacture of pesticides or herbicides

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture of pesticides or herbicides.

#### 11 partnership

- of a partner to another partner where the partnership is an insured under this policy.

#### 12 pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but this exclusion does not apply if the actual discharge, dispersal, release or escape:
  - is not expected or intended by You; and
  - would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
  - is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance.
- for any costs incurred in preventing, removing, nullifying or cleaning up any discharge, dispersal, release or escape as described in the first bullet point of this exclusion '12 pollution', but this exclusion does not apply to:

- removal, nullifying or clean-up costs which are consequent upon an unexpected, unintended and sudden cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property.

### 13 products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the inherently harmful nature of a product You sold or supplied
- for damage to a product You sold or supplied if the damage is attributable to a fault in that product
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied
  - trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

### 14 professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable. This exclusion does not apply to a claim for Personal Injury or Property Damage arising directly out of:
  - first aid treatment rendered by or for You or on Your behalf on the Business Premises, but only if the Business does not involve rendering medical treatment to humans; or
  - advice which is given by You without charging any fee; or
  - advice given by You in respect of the use or storage of Your products.

### 15 sport and recreation

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* power boating, aquaplaning, jet skiing, waterskiing or an underwater activity

- \* flying, gliding, parachuting, skydiving or hot air ballooning
- \* canoeing, kayaking or white water rafting
- \* abseiling, rock climbing, mountaineering or caving
- \* ski jumping or bungee jumping
- \* hunting on horseback, rodeo, horse or harness training, trialling or racing, polo, polocrosse or camp drafting
- \* the use of any chair lift, cable car or flying fox
- \* the organised playing, training or coaching of:
  - ◇ football of any kind
  - ◇ water polo
  - ◇ hockey or lacrosse
  - ◇ basketball or netball
  - ◇ wrestling, boxing or a martial art.

### 16 territorial limits

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
  - in Australia based upon or to enforce a claim described in the first or second dash above.
- for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security.
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
  - a product sold or supplied by You and exported to the United

States of America or Canada or their protectorates or dependencies.

### 17 transit

- for Damage to Property You are transporting for reward in or on a vehicle (including the loading and unloading of the vehicle and the packing, unpacking, stacking and unstacking of the property being transported) while in Your physical or legal possession, custody or control.

We will not apply this exclusion to a liability for damage to a vehicle if the liability for that damage is not also excluded by '20 vehicles or Watercraft (including any attachment to them)'.

### 18 treatment

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment, other than:
  - a first aid service prescribed or administered by You or on Your behalf
  - a hairdressing or beautician service where the Business shown on the Certificate of Insurance is 'Hairdresser' or 'Beautician' and the service is provided in connection with the Business and is:
    - \* ordinarily provided in a hairdressing or beauty salon; and
    - \* performed by a suitably trained and competent person.

### 19 underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:
  - could readily see the underground service or underground property; or
  - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.

## 20 vehicles or Watercraft (including any attachment to them)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the ownership, operation or use of any Watercraft exceeding eight (8) metres in length
- for loss of or damage to a vehicle or Watercraft in Your physical or legal possession, custody or control unless:
  - You normally repair, service, maintain or store vehicles or Watercraft in the course of the Business and the Occurrence happens:
    - \* in the course of the Business; and
    - \* at Your Place of Work or whilst the vehicle or Watercraft is:
      - ◇ parked or being parked within a 0.5 kilometre radius; or
      - ◇ being tested within a 20 kilometre radius; or
      - ◇ being collected or delivered to a customer within a 75 kilometre radius,
  - of Your Place of Work
  - in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
    - \* You had agreed to hire the vehicle for not more than 72 hours; and
    - \* You were using the vehicle in connection with the Business.
- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:

- it belongs to a customer and is being driven or operated by You for the sole purpose of it being:
  - \* parked within a 0.5 kilometre radius; or
  - \* tested within a 20 kilometre radius; or
  - \* collected or delivered to a customer within a 75 kilometre radius,
- of Your Place of Work
- You had agreed to hire the vehicle for a period of not more than 72 hours;
- the loss or damage is to the property of a customer (other than a vehicle) which is in transit between the Business Premises and the customer's premises or any other place for the purpose of You repairing, servicing or maintaining it; or
- the vehicle is being used in circumstances where the law does not require it to be registered.

### **Notwithstanding anything said above, You are not under any circumstances insured against a liability for loss of or damage to a vehicle or for a liability for Damage to Property or Personal Injury directly or indirectly caused by or arising out of the use of a vehicle if at the time of the Occurrence:**

- any of the matters mentioned in any bullet point under the heading 'What is not insured under section 2 of this policy' in of Our Commercial vehicle policy on page 43 in this Trades Insurance Kit has arisen or occurred. However, these exclusions will not apply to liability for Personal Injury arising directly or indirectly out of the use of an unregistered vehicle unless:
  - the law requires the vehicle to be registered at the time of the Occurrence; or
  - the liability for Personal Injury is required by law to be covered under a workers compensation policy or statutory scheme, a compulsory third party injury motor insurance policy or statutory scheme, or other compulsory insurance policy
- the vehicle was:

- not registered when the law required it to be registered
- unsafe or not roadworthy
- part of the stock in trade of the Business
- carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
- carrying a passenger for payment unless Your Business occupation is omnibus proprietor in which case this exclusion will not apply
- involved in, or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
- being driven, towed, operated by, or in charge of a person who:
  - \* did not have a licence required by law
  - \* did not comply with all of the terms and conditions of their licence
  - \* was under the influence of alcohol or a drug
  - \* had more than the legal limit of alcohol or a drug in their blood
  - \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

*If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on the exclusion described in the 'dash' above if You can satisfy Us that at the time of the Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of the vehicle:*

- *did not have the required licence; or*
- *did not comply with all of the terms and conditions of their licence; or*
- *was or might be under the influence of alcohol or a drug.*



## 21 workmanship

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

*This exclusion does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.*

## 22 You, Your Family, Employees, customers, guests, visitors and workers

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:
    - \* premises You lease and occupy in connection with the Business
    - \* a vehicle
  - a member of Your Family or a person who lives solely with You or a member of Your Family
  - an Employee if the loss or damage arises out of or in the course of their employment with You.
- for Personal Injury to:
  - You or a member of Your Family or a person who lives solely with You or Your Family; or
  - an Employee if the Personal Injury arises out of or in the course of their employment with You; or
  - a person working with You under a government scheme.

## What We pay

### Limit any one Occurrence

We pay up to the 'Limit of indemnity any one Occurrence' shown on the Certificate of Insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to the greater of \$25,000 or the sum insured shown on the Certificate of Insurance for 'Property in Your physical or legal control'.

### Aggregate limit per Occurrence

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

### Aggregate limit for product liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for product liability' for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

### Aggregate limit for pollution liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Trades Insurance Kit even though You may have a claim under another policy.

## Additional benefit

### Legal costs

If We agree to indemnify You for a liability You may have for a claim made against You, We will pay the reasonable legal costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance.

## Section 2: Consumer protection

### What is insured

#### Domestic Plumbing Work

In the case of Domestic Plumbing Work, this section of the policy insures You against:

- Defect In Plumbing Work Liability
- Trade Practices Liability
- Consequential Financial Loss Liability
- Non-Completion Liability, incurred in connection with the Business, but only if the liability arises out of Domestic Plumbing Work performed by You, or a Person engaged by You, in Victoria during the Period of Insurance.

#### Non-Domestic Plumbing Work

In the case of Non-Domestic Plumbing Work, this section of the policy insures You against:

- Defect in Plumbing Work Liability; and
- Trade Practices Liability, incurred in connection with the Business, but only if the liability arises out of Non-Domestic Plumbing Work performed by You, or a Person engaged by You, in Victoria during the Period of Insurance.

#### Legal costs

You are also insured against Your liability to pay the reasonable legal costs and expenses associated with a Claimant successfully enforcing a claim against You or Us for any of the liabilities described above.

## What is not insured

This section of the policy does not insure You in relation to:

### 1 A claim notified after more than 6 years

a claim in relation to Plumbing Work first notified to Us more than 6 years after the date on which You:

- issued the only or the last Compliance Certificate in relation to that Plumbing Work; or
- stopped carrying out that Plumbing Work (if You did not issue a Compliance Certificate in relation to that Plumbing Work).

### 2 Legal costs

the legal costs of any Person making a claim against You that is not directly or indirectly related to:

- the enforcement of this policy; or
- a liability in respect of which We have agreed to indemnify You under this section of the policy.

### 3 Liquidated damages

any liability for damages for delay that may arise under a Contract.

However, We agree that nothing in this clause removes the insurance cover given to You by this section of the policy in relation to any increase in rectification costs caused by a delay.

### 4 Maintenance of the Plumbing Work

any liability for any injury, loss or damage resulting from a failure by the Building Owner to reasonably maintain Plumbing Work.

### 5 Product Defect

any liability to pay for the cost to rectify a Defect in Plumbing Work resulting from a Product Defect, unless at the time You used or supplied the Product You:

- were not aware; and
- could not reasonably have been aware,

of the Product Defect.

We bear the onus of establishing the Product Defect.

### 6 Wear, tear or depreciation

any liability for any injury, loss or damage resulting from fair wear, tear or depreciation of Plumbing Work.

## Limits of indemnity

### 1 Limit of indemnity any one claim or series of claims

Subject to the 'Limit of indemnity for anything in Your care, custody or control' set out at 2, We pay up to:

- the amount shown on the Certificate of Insurance as the 'Limit of indemnity Domestic Plumbing Work' in respect of Domestic Plumbing Work for any one claim or series of claims in relation to each and every Home that is the subject of a Compliance Certificate, or should have been the subject of a Compliance Certificate (or would or could have been if the Domestic Plumbing Work had been completed)
- the amount shown on the Certificate of Insurance as the 'Limit of indemnity Non-Domestic Plumbing Work' in respect of Non-Domestic Plumbing Work for any one claim or series of claims that is the subject of a Compliance

Certificate, or should have been the subject of a Compliance Certificate (or would or could have been if the Non-Domestic Plumbing Work had been completed).

### 2 Limit of indemnity for anything in Your care, custody or control

We only pay up to \$20,000 for any loss or damage caused by You directly or indirectly to anything in Your care, custody or control.

### 3 Aggregate limit of indemnity for all claims

We pay up to the amount shown on the Certificate of Insurance as the 'Aggregate limit of indemnity consumer protection' for liability for all claims in relation to Plumbing Work performed or intended to be performed during the Period of Insurance.

### 4 Limit of indemnity for common property

This limit of indemnity only applies to Plumbing Work carried out on land in a plan of subdivision that contains common property and where We have paid a claim under this policy in relation to that common property.

For a claim in relation to any one Home on land in the plan of subdivision, We will reduce the amount of that claim by an amount calculated by dividing the amount We paid for the claim in relation to the common property, by the number of Homes on land in the plan of subdivision.

### 5 Limit on claims in respect of Non-Completion Liability

This limit of indemnity only applies to Your Non-Completion Liability.

We do not pay that part of a claim which relates to the whole or a specified part of any payment made under a Contract that exceeds the value of the Plumbing Work completed at the time of payment.

### 6 Limit on claims in respect of Trade Practices Liability

This limit of indemnity only applies to Your Trades Practices Liability.

We do not pay more than You are liable to pay to the Claimant for the cost to rectify the relevant Plumbing Work.

### 7 Limit of indemnity for a claim by a Building Owner

If We have asked You to attend a building site to inspect, rectify or complete the Plumbing Work and the Building Owner unreasonably refuses to give You access to the site for that purpose, We may reduce the amount of a claim by the Building Owner by an amount that reasonably represents the cost resulting from that unreasonable refusal.

## Section 3:

## Special conditions that apply to sections 1 and 2 of this policy

### Compliance with court orders

We will comply with any order made against You by a court of competent jurisdiction, the Victorian Civil and Administrative Appeals Tribunal or any other competent judicial body, in respect of any liability for which You are indemnified under this policy (including any excess that You may be obliged to pay to Us).

### Order to prevail

If any term of this policy conflicts, or is inconsistent, with the Order, then this policy is to be read and to be enforceable as if it complied with the Order.

### Deemed notice of defects

If a Person gives written notice of a Defect in Plumbing Work to You or Us, that Person is to be taken for the purposes of this policy to have given notice of every defect of which the defect notified is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

### Claimant may enforce policy direct in certain cases

A Claimant may enforce this policy directly against Us for the Claimant's own benefit if:

- any event under clause 11 of the Order occurs
- You refuse to make a claim against Us; or
- there is an irretrievable breakdown of communication between You and Us.

For the purpose of that enforcement the Claimant has the same rights and entitlements as You would have had under any legislation applicable to You.

We will pay the Claimant the full amount of any liability for which You are indemnified under this policy despite Your failure to pay the required excess.

### **Section 54 of the Insurance Contracts Act 1984 (Cth)**

Section 54 of the Insurance Contracts Act 1984 (Cth) applies to this policy.

We will not rely on section 54 to reduce Our liability under this policy or to reduce any amount that is otherwise payable in respect of a claim by reason only of a delay in a claim being notified to Us, if:

- the Claimant notifies You either orally, or in writing; or
- the Claimant or You notifies Us in writing,

of some fact or circumstance that might give rise to the claim within 180 days of the date when the Claimant first became aware, or might reasonably be expected to have become aware of such fact or circumstance.

### **Cancellation**

Cancellation of this policy will only take effect 30 days after We give both the Plumbing Industry Commission and You notice in writing of the cancellation.

### **Notification concerning a settled claim**

We will notify the Plumbing Industry Commission in the manner required by the Planning Minister if We settle or pay a claim under this policy.

### **Excesses**

You are required to bear any excess shown on the Certificate of Insurance for each claim under this policy, but not if the claim is for Non-Completion Liability or liability for Personal Injury.

You are only required to bear one excess for a claim comprising more than one defect or two or more claims that relate to the same defect.

Once a claim is settled in favour of a Claimant and We pay the Claimant the amount required by the settlement, then We are entitled to recover the excess from You.

## **Special conditions that apply only to section 1 of this policy**

### **Discharge of liabilities**

We may pay You the amount of the relevant limit of indemnity shown on the Certificate of Insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim. If We make such a payment, We will relinquish the conduct of the claim and have no further liability in connection with the claim.

### **Keeping records**

During the Period of Insurance and for 10 years following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform
- the names and addresses of Persons who buy or acquire Your products
- all documents relating to the sale or supply of products.

### **Reminder**

As mentioned on page 9 of this Trades Insurance Kit, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

## **Special conditions that apply only to section 2 of this policy**

### **Deemed acceptance of claims**

We will accept liability for a claim in respect of Domestic Plumbing Work under section 2 of this policy if We do not notify the Claimant within 90 days from when We receive a written claim that We accept or dispute the claim, unless We obtain an extension of time from the Claimant in writing or from the Victorian Civil and Administrative Appeals Tribunal.

### **Misrepresentation, fraud or non-disclosure**

We will not refuse to pay a claim in respect of Domestic Plumbing Work under section 2 of this policy on the ground this policy was obtained by misrepresentation, fraud or non-disclosure by You or anyone acting on Your behalf.

If We make a payment under section 2 of this policy to, or for the benefit of, a Building Owner under the circumstances described in the previous paragraph, by doing so We are not restricting Our right to recover that payment from You.

### **Giving effect to a certificate**

If, in relation to Domestic Plumbing Work, We:

- give you a Certificate of Insurance stating that You are insured under this policy, We will not refuse to pay a claim under this policy on the ground that You have not paid the premium for this policy; and
- make a payment under section 2 of this policy to, or for the benefit of a Building Owner under the circumstances described above, by doing so We are not restricting Our right to recover that payment from You.

### **Cover not affected**

The cover provided for Your Consequential Financial Loss Liability and Your Non-Completion Liability is not affected by You ceasing to:

- be a Plumber; or
- maintain this policy beyond the Period of Insurance.

### **Your co-operation**

You must make reasonable efforts to assist Us in relation to any claim and to attend the relevant site to inspect, rectify or complete Plumbing Work (unless the Building Owner refuses You access to the site).

## Special definitions that apply to words We use in sections 2 and 3 of this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in the Trades Insurance Kit'

**Act** means the *Building Act 1993 (Vic)*.

**Aggregate Limit of Indemnity Consumer Protection** means the 'Aggregate Limit of Indemnity Consumer Protection' shown on the Certificate of Insurance.

**Building Owner** means the Person for whom the Plumbing Work has been, is being, or is about to be, carried out and includes:

- any occupier of the land, building or Home where the Plumbing Work is carried out
- any Person who is the owner for the time being of such land, building or Home
- if the Plumbing Work is carried out on land in a plan of subdivision containing common property, the body corporate for that land or a building on that land
- any assignee of the Building Owner's rights under a Contract
- any Person who has contracted with another Person to provide that Plumbing Work.

**Compliance Certificate** means the approved certificate referred to in section 221ZH of the Act.

**Consequential Financial Loss Liability** means Your liability arising from any consequential financial loss reasonably incurred by the Building Owner as a result of any:

- Defect in Plumbing Work which is Domestic Plumbing Work; or
- Non-Completion Liability, including, but not limited to:
  - the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
  - the cost of alternative accommodation, removal

and storage costs that are reasonably and necessarily incurred.

**Contract** means a Contract to carry out Plumbing Work and includes a domestic building Contract or other building Contract that includes Plumbing Work.

**Defect in the Plumbing Work** means:

- a failure to carry out Plumbing Work in a proper and workmanlike manner and in accordance with any plans and specifications set out in the Contract
- a failure to use materials in the Plumbing Work that are good and suitable for the purpose for which they are used.

*For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent*

- the use of materials in the Plumbing Work that are not new (unless the Contract permits the use of materials that are not new)
- a failure to carry out the Plumbing Work in accordance with, and in compliance with, all laws and legal requirements including, without limiting the generality of this bullet point, the Act and any regulations made under that Act
- a failure to carry out the Plumbing Work with reasonable care and skill and, in the case of Domestic Plumbing Work, a failure to complete the work:
  - by the date (or within the period) specified by the Contract; or
  - within a reasonable time, if no date (or period) is specified.
- if the Contract states the particular purpose for which the Plumbing Work is required, or the result which the Building Owner wishes the Plumbing Work to achieve so as to show that the Building Owner relies on Your skill and judgment, a failure to ensure that the Plumbing Work and any

material used in carrying out that Plumbing Work:

- are reasonably fit for that purpose
- are of such a nature and quality that it might reasonably be expected to achieve that result.

*For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent.*

- a failure to maintain a standard or quality of Plumbing Work specified in the Contract.

**Defect in Plumbing Work Liability** means Your liability to pay for the cost to rectify Plumbing Work because of a Defect in the Plumbing Work.

**Domestic Plumbing Work** means Plumbing Work performed or intended to be performed on or in relation to a Home or any building or structure on land on which a Home is or is intended to be situated.

**Home** means any residential premises and includes any part of a commercial or industrial premises that is used as residential premises and also includes any house boat that is less than 8 metres in length, but does not include:

- any residence that is not intended for permanent habitation
- a rooming house within the meaning of the *Residential Tenancies Act 1997 (Vic)*
- a motel, residential club, a residential hotel or a residential part of licensed premises under the *Liquor Control Reform Act 1998 (Vic)*
- a nursing Home, a hospital or accommodation associated with a hospital
- any residence the regulations made under the *Domestic Building Contracts Act 1995 (Vic)* state is not a Home for the purposes of the definition of "home" in that legislation.

**Non-Completion Liability** means Your liability arising from non-completion of:



- a Contract for Domestic Plumbing Work; or
- a Contract for Domestic Plumbing Work and Non-Domestic Plumbing Work in which the Non-Domestic Plumbing Work component does not exceed 20% of the total value of the Contract value,

Consumer Law, being Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

due to any of the following reasons:

- Your death or legal incapacity
- You not being able to be found after due search and inquiry
- Your becoming an ‘insolvent under administration’ as that expression is defined in the *Corporations Act 2001 (Cth)*
- the cancellation or suspension of Your licence under the Act
- the early termination of the Contract by the Building Owner as a result of Your wrongful failure or refusal to complete the Plumbing Work.

**Non-Domestic Plumbing Work** means Plumbing Work that is not Domestic Plumbing Work.

**Order** means the *Licensed Plumbers General Insurance Order 2002 (Vic)* made under the Act.

**Plumber** has the same meaning as in Part 12A of the Act.

**Plumbing Work** has the same meaning as in section 221C of the Act and includes Domestic Plumbing Work and Non-Domestic Plumbing Work.

**Product** means any appliance, material, substance or other thing that was supplied or used by You in connection with the Plumbing Work.

**Product Defect** means a defect in a Product.

**Trade Practices Liability** means Your liability that arises as a result of Your conduct in connection with the Plumbing Work that contravenes The Australian

# Legal liability policy

(Queensland Electricians)

*This policy insures Your legal liability to others in connection with the Business shown on the Certificate of Insurance.*

*You only have this policy if 'Legal liability policy (Queensland Electricians)' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and General exclusions on page 10 apply to this policy. The General definitions on pages 11 and 12 apply to words used in this policy.*

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## Section 1: Public and products liability

### What is insured

This section of the policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property that happens in Australia during the Period of Insurance and is directly caused by an Occurrence that happens in connection with the Business.

### What is not insured

**This policy does not insure You against a liability:**

#### 1 agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:
  - expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property pursuant to the terms of a lease or premises which You lease and occupy in connection with the Business; or
  - expressly give up a right which You would have had if the agreement had not been made.

#### 2 Aircraft, Hovercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the ownership, operation, or use by You of any Aircraft or Hovercraft;
  - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which Aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

#### 3 Aircraft products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
  - product which You knew or had reasonable cause to believe would be or is intended for incorporation into any

critical part, the structure, machinery or controls of any Aircraft; or

- component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

#### 4 compulsory and other insurance

- if You are required by law to be insured against that liability under another policy of insurance

*For example, You may be required by law to be insured against that liability by a compulsory workers' compensation or employers' indemnity policy, a compulsory motor vehicle third party personal injury policy or a compulsory professional indemnity policy.*

- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

#### 5 construction

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - construction, erection, alteration or addition, repair, maintenance, or demolition to or of a building not owned or occupied by You carried out by You or carried out on Your behalf if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that construction, erection, alteration, addition, repair, maintenance or demolition exceeds \$1,000,000. However this exclusion does not apply if:
    - \* You notify Us of the contract prior to works under the contract commencing; and
    - \* We agree not to apply this exclusion; and
    - \* You pay any additional premium and accept any additional conditions We require.
  - vibration, tunnelling, underpinning, or the removal or weakening of or interference with the support of dry land, property or a building or structure.

#### 6 defamation

- for defamation.

#### 7 directors and officers liability

- arising directly out of Your position as a director or officer of a company.

#### 8 disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
  - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
  - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
  - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

#### 9 genetically engineered or genetically modified substance or organism (GMO)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified substance or organism.

#### 10 lack of performance

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

#### 11 manufacture of pesticides or herbicides

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the manufacture of pesticides or herbicides.

## 12 partnership

- of a partner to another partner where the partnership is an insured under this policy.

## 13 pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but this exclusion does not apply if the actual discharge, dispersal, release or escape:
  - is not expected or intended by You; and
  - would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
  - is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance.
- for any costs incurred in preventing, removing, nullifying or cleaning up any discharge, dispersal, release or escape as described in the first bullet point of this exclusion '13 pollution'; but this exclusion does not apply to:
  - removal, nullifying or clean-up costs which are consequent upon an unexpected, unintended and sudden cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property.

## 14 products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the inherently harmful nature of a product You sold or supplied
  - the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly

involved in some or all of the design, formula, specification, plan or pattern of the product

- a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly.
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied
  - trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

## 15 professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable. This exclusion does not apply to a claim for Personal Injury or Property Damage arising directly out of:
  - first aid treatment rendered by or for You or on Your behalf on the Business Premises, but only if the Business does not involve rendering medical treatment to humans; or
  - advice which is given by You without charging any fee; or
  - advice given by You in respect of the use or storage of Your products.

## 16 sport and recreation

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* power boating, aquaplaning, jet skiing, waterskiing or an underwater activity
    - \* flying, gliding, parachuting, skydiving or hot air ballooning

- \* canoeing, kayaking or white water rafting
- \* abseiling, rock climbing, mountaineering or caving
- \* ski jumping or bungee jumping
- \* hunting on horseback, rodeo, horse or harness training, trialling or racing, polo, polocrosse or camp drafting
- \* the use of any chair lift, cable car or flying fox
- \* the organised playing, training or coaching of:
  - ◇ football of any kind
  - ◇ water polo
  - ◇ hockey or lacrosse
  - ◇ basketball or netball
  - ◇ wrestling, boxing or a martial art.

## 17 territorial limits

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
  - in Australia based upon or to enforce a claim described in the first or second dash above.
- for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security.
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
  - a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.



## 18 transit

- for Damage to Property You are transporting for reward in or on a vehicle (including the loading and unloading of the vehicle and the packing, unpacking, stacking and unstacking of the property being transported) while in Your physical or legal possession, custody or control.

We will not apply this exclusion to a liability for damage to a vehicle if the liability for that damage is not also excluded by '21 vehicles or Watercraft (including any attachment to them)'.

## 19 treatment

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment, other than:
  - a first aid service prescribed or administered by You or on Your behalf
  - a hairdressing or beautician service where the Business shown on the Certificate of Insurance is 'Hairdresser' or 'Beautician' and the service is provided in connection with the Business and is:
    - \* ordinarily provided in a hairdressing or beauty salon; and
    - \* performed by a suitably trained and competent person.

## 20 underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:
  - could readily see the underground service or underground property; or
  - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which*

*enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

## 21 vehicles or Watercraft (including any attachment to them)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with the ownership, operation or use of any Watercraft exceeding eight (8) metres in length
- for loss of or damage to a vehicle or Watercraft in Your physical or legal possession, custody or control unless:
  - You normally repair, service, maintain or store vehicles or Watercraft in the course of the Business and the Occurrence happens:
    - \* in the course of the Business; and
    - \* at Your Place of Work or whilst the vehicle or Watercraft is:
      - ◇ parked or being parked within a 0.5 kilometre radius; or
      - ◇ being tested within a 20 kilometre radius; or
      - ◇ being collected or delivered to a customer within a 75 kilometre radius, of Your Place of Work
  - in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
    - \* You had agreed to hire the vehicle for not more than 72 hours; and
    - \* You were using the vehicle in connection with the Business.
- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:

- it belongs to a customer and is being driven or operated by You for the sole purpose of it being:
  - \* parked within a 0.5 kilometre radius; or
  - \* tested within a 20 kilometre radius; or
  - \* collected or delivered to a customer within a 75 kilometre radius, of Your Place of Work
- You had agreed to hire the vehicle for a period of not more than 72 hours;
- the loss or damage is to the property of a customer (other than a vehicle) which is in transit between the Business Premises and the customer's premises or any other place for the purpose of You repairing, servicing or maintaining it; or
- the vehicle is being used in circumstances where the law does not require it to be registered.

**Notwithstanding anything said above, You are not under any circumstances insured against a liability for loss of or damage to a vehicle or for a liability for Damage to Property or Personal Injury directly or indirectly caused by or arising out of the use of a vehicle if at the time of the Occurrence:**

- any of the matters mentioned in any bullet point under the heading 'What is not insured under section 2 of this policy' in of Our Commercial vehicle policy on page 43 in this Trades Insurance Kit has arisen or occurred. However, these exclusions will not apply to liability for Personal Injury arising directly or indirectly out of the use of an unregistered vehicle unless:
  - the law requires the vehicle to be registered at the time of the Occurrence; or
  - the liability for Personal Injury is required by law to be covered under a workers compensation policy or statutory scheme, a compulsory third party injury motor insurance policy or statutory scheme, or other compulsory insurance policy
- the vehicle was:

- not registered when the law required it to be registered
- unsafe or not roadworthy
- part of the stock in trade of the Business
- carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
- carrying a passenger for payment unless Your Business occupation is omnibus proprietor in which case this exclusion will not apply
- involved in, or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
- being driven, towed, operated by, or in charge of a person who:
  - \* did not have a licence required by law
  - \* did not comply with all of the terms and conditions of their licence
  - \* was under the influence of alcohol or a drug
  - \* had more than the legal limit of alcohol or a drug in their blood
  - \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

*If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on the exclusion described in the 'dash' above if You can satisfy Us that at the time of the Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of the vehicle:*

- *did not have the required licence; or*
- *did not comply with all of the terms and conditions of their licence; or*
- *was or might be under the influence of alcohol or a drug.*

## 22 workmanship

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

*This exclusion does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.*

## 23 You, Your Family, Employees, customers, guests, visitors and workers

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:
    - \* premises You lease and occupy in connection with the Business
    - \* a vehicle
  - a member of Your Family or a person who lives solely with You or a member of Your Family
  - an Employee if the loss or damage arises out of or in the course of their employment with You.
- for Personal Injury to:
  - You or a member of Your Family or a person who lives solely with You or Your Family; or
  - an Employee if the Personal Injury arises out of or in the course of their employment with You; or
  - a person working with You under a government scheme.

## What We pay

### Limit any one Occurrence

We pay up to the 'Limit of indemnity any one Occurrence' shown on the Certificate of Insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to the greater of \$25,000 or the sum insured shown on the Certificate of Insurance for 'Property in Your physical or legal control'.

## Aggregate limit per Occurrence

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

## Aggregate limit for product liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for product liability' for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

## Aggregate limit for pollution liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

## Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Trades Insurance Kit even though You may have a claim under another policy.

## Additional benefit

### Legal costs

If We agree to indemnify You for a liability You may have for a claim made against You, We will pay the reasonable legal costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance.

## Section 2: Consumer protection

### What is insured

This section of the policy insures You against:

- Defect in Domestic Electrical Work Liability

- Trade Practices Liability
- Consequential Financial Loss Liability; and
- Non-Completion Liability,

incurred in connection with the Business, but only if the liability arises out of Domestic Electrical Work performed by You, or a Person engaged by You, in Queensland during the Period of Insurance.

You are also insured against Your liability to pay the reasonable legal costs and expenses associated with a Claimant successfully enforcing a claim against You or Us for any of the liabilities described above.

## What is not insured

This section of the policy does not insure You in relation to:

### 1 A claim notified after more than 6 years

a claim in relation to Domestic Electrical Work first notified to Us more than 6 years after the date on which You:

- issued the only or the last Certificate of Test in relation to that Domestic Electrical Work; or
- stopped carrying out the Domestic Electrical Work (if You did not issue a Certificate of Test in relation to that Domestic Electrical Work).

### 2 Legal costs

the legal costs of any Person making a claim against You that is not directly or indirectly related to:

- the enforcement of this policy; or
- a liability in respect of which We have agreed to indemnify You under this section of the policy.

### 3 Liquidated damages

any liability for damages for delay, that may arise under a Contract.

However, We agree that nothing in this clause removes the insurance cover given to You by this section of the policy in relation to any increase in rectification costs caused by a delay.

### 4 Maintenance of the Electrical Work

any liability for any injury, loss or damage resulting from a failure by the Building Owner to reasonably maintain Domestic Electrical Work.

## 5 Product Defect

any liability to pay for the cost to rectify a Defect in Domestic Electrical Work resulting from a Product Defect, unless at the time You used or supplied the Product You:

- were not aware; and
- could not reasonably have been aware,

of the Product Defect.

We bear the onus of establishing the Product Defect.

## 6 Wear, tear or depreciation

any liability for any injury, loss or damage resulting from fair wear, tear or depreciation of Domestic Electrical Work.

## Limits of indemnity

### 1 Limit of indemnity any one claim or series of claims

Subject to the 'Limit of indemnity for anything in Your care, custody or control' set out in item 2 below, We pay up to the amount shown on the Certificate of Insurance as the 'Limit of indemnity Domestic Electrical Work' in respect of Domestic Electrical Work for any one claim or series of claims, in relation to each and every Home that is the subject of a Certificate of Test or should have been the subject of a Certificate of Test (or would or could have been if the Domestic Electrical Work had been completed).

### 2 Limit of indemnity for anything in Your care, custody or control

We only pay up to \$25,000 for any loss or damage caused by You directly or indirectly to anything in Your care, custody or control.

### 3 Aggregate limit of indemnity for all claims

We pay up to the amount shown on the Certificate of Insurance as the 'Aggregate limit of indemnity consumer protection' for liability for all claims in relation to Domestic Electrical Work performed or intended to be performed during the Period of Insurance.

### 4 Limit of indemnity for common property

This limit of indemnity only applies to Domestic Electrical Work carried out on land in a plan of subdivision that contains common property and where We have paid a claim under

this policy in relation to that common property.

For a claim in relation to any one Home on land in the plan of subdivision, We will reduce the amount of that claim by an amount calculated by dividing the amount We paid for the claim in relation to the common property, by the number of Homes on land in the plan of subdivision.

### 5 Limit on claims in respect of Non-Completion Liability

This limit of indemnity only applies to Your Non-Completion Liability.

We do not pay that part of a claim which relates to the whole or a specified part of any payment made under a Contract that exceeds the value of the Domestic Electrical Work completed at the time of payment.

### 6 Limit on claims in respect of Trade Practices Liability

This limit of indemnity only applies to Your Trades Practices Liability.

We do not pay more than You are liable to pay to the Claimant for the cost to rectify the relevant Domestic Electrical Work.

### 7 Limit of indemnity for a claim by a Building Owner

If We have asked You to attend a building site to inspect, rectify or complete the Domestic Electrical Work and the Building Owner unreasonably refuses to give You access to the site for that purpose, We may reduce the amount of a claim by the Building Owner by an amount that reasonably represents the cost resulting from that unreasonable refusal.

## Section 3:

## Special conditions that apply to sections 1 and 2 of this policy

### Compliance with court orders

We will comply with any order made against You by a court of competent jurisdiction, in respect of any liability for which You are indemnified under this policy.

### Act to prevail

If any term of this policy conflicts, or is inconsistent, with the insurance

requirements of the Act, then this policy is to be read and to be enforceable as if it complied with the Act.

#### **Deemed notice of defects**

If a Person gives written notice of a Defect in Domestic Electrical Work to You or Us, that Person is to be taken for the purposes of this policy to have given notice of every defect of which the defect notified is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

#### **Claimant may enforce policy direct in certain cases**

A Claimant may enforce this policy directly against Us for the Claimant's own benefit if:

- You refuse to make a claim against Us; or
- there is an irretrievable breakdown of communication between You and Us.

For the purpose of that enforcement the Claimant has the same rights and entitlements You would have had under any legislation applicable to You.

We will pay the Claimant the full amount of any liability for which You are indemnified under this policy despite Your failure to pay the required excess.

#### **Section 54 of the Insurance Contracts Act 1984 (Cth)**

We will not rely on section 54 to reduce Our liability under this policy or to reduce any amount that is otherwise payable in respect of a claim by reason only of a delay in a claim being notified to Us, if:

- the Claimant notifies You either orally, or in writing; or
- the Claimant or You notifies Us in writing,

of some fact or circumstance that might give rise to the claim within 180 days of the date when the Claimant first became aware, or might reasonably be expected to have become aware of such fact or circumstance.

## **Special conditions that apply only to section 1 of this policy**

#### **Discharge of liabilities**

We may pay You the amount of the relevant limit of indemnity shown on the Certificate of Insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim. If We make such a payment, We will relinquish the conduct of the claim and have no further liability in connection with the claim.

#### **Keeping records**

During the Period of Insurance and for 10 years following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform
- the names and addresses of Persons who buy or acquire Your products
- all documents relating to the sale or supply of products.

#### **Reminder**

As mentioned on page 9 of this Trades Insurance Kit, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

## **Special conditions that apply only to section 2 of this policy**

#### **Misrepresentation, fraud or non-disclosure**

We will not refuse to pay a claim in respect of Domestic Electrical Work under section 2 of this policy on the ground this policy was obtained by misrepresentation, fraud or non-disclosure by You or anyone acting on Your behalf.

If We make a payment under section 2 of this policy to, or for the benefit of, a Building Owner under the circumstances described in the previous paragraph, by doing so We are not restricting Our right to recover that payment from You.

#### **Cover not affected**

The cover provided for Your Consequential Financial Loss Liability and Your Non-Completion Liability is not affected by You ceasing to:

- be a Licence Holder; or
- maintain this policy beyond the Period of Insurance.

#### **Your co-operation**

You must make reasonable efforts to assist Us in relation to any claim and to attend the relevant site to inspect, rectify or complete the Domestic Electrical Work (unless the Building Owner refuses You access to the site).



## Special definitions that apply to words We use in sections 2 and 3 of this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in the policies'

**Act** means the *Electrical Safety Act 2002 (Qld)* and any regulations made under that Act.

**Aggregate Limit of Indemnity Consumer Protection** means the 'Aggregate Limit of Consumer Protection Indemnity' shown on the Certificate of Insurance.

**Building Owner** means the Person for whom the Domestic Electrical Work has been, is being, or is about to be, carried out and includes:

- any occupier of the land, building or Home where the Domestic Electrical Work is carried out
- any Person who is the owner for the time being of such land, building or Home
- if Domestic Electrical Work is carried out on land in a plan of subdivision containing common property, the body corporate for that land or a building on that land
- any assignee of the Building Owner's rights under a Contract
- any Person who has contracted with another Person to provide that Domestic Electrical Work.

**Certificate of Test** means the approved certificate referred to in section 26 of the *Electrical Safety Regulation 2013 (Qld)*.

**Consequential Financial Loss Liability** means Your liability arising from any consequential financial loss reasonably incurred by the Building Owner as a result of any:

- Defect in Domestic Electrical Work; or
- Non-Completion Liability, including but not limited to:
  - the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
  - the cost of alternative

accommodation, removal and storage costs that are reasonably and necessarily incurred.

**Contract** means a Contract, whether in full or in part, to carry out Domestic Electrical Work and includes a domestic building Contract or other building Contract that includes Domestic Electrical Work.

**Defect in Domestic Electrical Work** means:

- any Domestic Electrical Work that is defective work in terms of the Act
- a failure to carry out Domestic Electrical Work in a proper and workmanlike manner and in accordance with any plans and specifications set out in the Contract

- a failure to use materials in Domestic Electrical Work that are good and suitable for the purpose for which they are used.

*For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent*

- the use of materials in Domestic Electrical Work that are not new (unless the Contract permits use of materials that are not new)
- a failure to carry out Domestic Electrical Work in accordance with, and in compliance with, all laws and legal requirements including, without limiting the generality of this bullet point, the Act
- a failure to carry out Domestic Electrical Work with reasonable care and skill
- a failure to complete Domestic Electrical Work:
  - by the date (or within the period) specified by the Contract; or
  - within a reasonable time, if no date (or period) is specified.
- if the Contract states the particular purpose for which Domestic Electrical Work is required, or the result which the Building Owner wishes the Domestic Electrical Work to

achieve, so as to show that the Building Owner relies on Your skill and judgement, a failure to ensure that Domestic Electrical work and any material used in carrying out Domestic Electrical Work:

- are reasonably fit for that purpose
- are of such a nature and quality that they might reasonably be expected to achieve that result.

*For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent*

- a failure to maintain a standard or quality of Domestic Electrical Work specified in the Contract.

**Defect in Domestic Electrical Work Liability** means Your liability to pay for the cost to rectify Domestic Electrical Work because of a Defect in that Domestic Electrical Work.

**Domestic Electrical Work** means Electrical Work performed or intended to be performed on or in relation to a Home or any building or structure on land on which a Home is, or is intended to be situated and includes Electrical Work on a domestic home appliance carried out at Your premises.

**Electrical Work** means 'Electrical Work' as defined in section 18 and 'electrical installation work' as defined in section 19 of the Act.

**Home** means any residential premises and includes any part of a commercial or industrial premises used as residential premises but does not include:

- any residence whose primary purpose is not for permanent habitation
- a building in which there is one or more rooms available for occupancy on payment of rent in which the total number of people who may occupy those rooms is not less than four
- a motel, club or hotel used in whole or in part as a residence for temporary habitation
- a nursing home, a hospital or accommodation associated with a nursing home or hospital.

**Licence Holder** means a Person holding an Electrical Work licence under the Act.

**Non-Completion Liability** means Your liability arising from non-completion of a Contract for Domestic Electrical Work for any of the following reasons:

- Your death or legal incapacity
- You not being able to be found after due search and inquiry
- Your becoming an ‘insolvent under administration’ as that expression is defined in the *Corporations Act 2001 (Cth)*
- the cancellation or suspension of Your licence under the Act
- the early termination of the Contract by the Building Owner as a result of Your wrongful failure or refusal to complete the Domestic Electrical Work.

**Product** means any appliance, material, substance or other thing that was supplied or used by You in connection with Domestic Electrical Work.

**Product Defect** means a defect in a Product.

**Trade Practices Liability** means Your liability that arises as a result of Your conduct in connection with Domestic Electrical Work that contravenes The Australian Consumer Law, being Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

# General property policy

*This policy insures You against Accidental loss of or damage to or theft of:*

- *General Property if 'General Property' is shown on the Certificate of Insurance*
- *Stock if 'Stock' is shown on the Certificate of Insurance*
- *Other Property if 'Other Property' is shown on the Certificate of Insurance.*

*You only have this policy if the risk 'General property' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and the General exclusions on page 10 apply to this policy. The General definitions on pages 11 and 12 apply to words used in this policy.*

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## What You are insured against

This policy insures You against Accidental loss of, Accidental damage to or theft of:

- General Property if 'General Property' is shown on the Certificate of Insurance
- Stock if 'Stock' is shown on the Certificate of Insurance,
- Other Property if 'Other Property' is shown on the Certificate of Insurance,

occurring worldwide during the Period of Insurance.

You are only insured for theft if it is consequent upon:

- someone gaining entry to a securely locked part of a building or vehicle which contained the insured items at the time by causing physical damage to the building or vehicle at the point of entry and evidence of the damage can be clearly seen; or
- the damage or destruction of a substantial anti-theft device that was attached to the insured item and a stanchion at the time; or
- the theft of a vehicle which contained the insured items at the time.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly or indirectly caused by or arising out of:

- pets, moths, insects or vermin
- an animal kept at the Business Premises
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination, evaporation or pollution
- smut, soot or smoke from an industrial operation
- dampness of atmosphere
- a sudden variation in atmospheric conditions
- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing or servicing operations

- a structural fault, faulty workmanship or faulty materials
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration or exposure to light or darkness
- scratching, splitting or tearing
- fraud
- data corruption
- breakage of glass
- lack of maintenance.

### 2 loss or damage directly caused by:

- rain, hail or snow to an insured item unless the damage occurs when the insured item is in a vehicle or a fully enclosed and roofed building
- Flood
- sea or tidal wave (even if directly caused by an earthquake)
- Storm surge or tsunami
- lightning, unless the evidence of damage by lightning can be clearly seen on the item damaged
- a process involving the deliberate application of heat (only the thing intended to be heated is not insured)
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

### 3 mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device.

### 4 loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

### 5 theft by an Employee or a number of Employees acting in collusion.

### 6 damage that is mildew or mould or wet or dry rot, or loss or damage directly or indirectly caused by or arising out of mildew or mould or wet or dry rot.

### 7 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

## What We pay

If an item of Stock, General Property or Other Property is damaged, We replace, reinstate or repair the item that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If an item of General Property or Other Property is lost or destroyed, We pay to replace the item as new at the time it was lost or destroyed.

If an item of Stock is lost or destroyed, We pay the wholesale cost to replace the Stock at the time it was lost or destroyed.

We pay up to the sum insured shown on the Certificate of Insurance for all items of General Property, Stock and Other Property which are lost, stolen or damaged for all claims arising out of the one event.

### Limit on what We pay for certain items

We pay the stationery value only for a lost, destroyed, stolen or damaged computer record, document, manuscript or business book.

## Special condition

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required



- that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact us to discuss insuring the replacement item.*

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Trades Insurance Kit.'

**General Property** means the property shown on the Certificate of Insurance.

**Other Property** means:

- property which:
  - You own or for which You are legally liable; and
  - is used in connection with the Business

**Other Property** does not include:

- General Property or Stock
- a natural resource
- cash, stamps, credit or debit cards or a negotiable instrument
- a building
- a tree, plant, shrub, vine or crop
- a living creature
- jewellery, furs, bullion, precious metals or stones
- a vehicle, train or rolling stock, Aircraft, boat, jet ski, or spare part or accessory in or on a vehicle, train or rolling stock, Aircraft, boat or jet ski
- patterns, models, moulds, plans and designs
- a picture, painting, work of art or curio.

**Stock** means stock in trade and merchandise of the Business which You own or for which You are legally liable, but does not include trees, plants, shrubs, vines or crops.

# Commercial vehicle policy

*You only have this policy if the risk 'Commercial vehicle' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and General exclusions on page 10 apply to this policy. The General definitions on pages 11 and 12 apply to words used in this policy.*

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## The types of insurance cover We offer

We offer 3 types of insurance against the physical loss of or physical damage to Your Vehicle and liability for Damage to Property and Personal Injury directly caused by Your Vehicle, namely:

- comprehensive insurance cover
- fire, theft and legal liability insurance cover
- legal liability insurance cover.

## The use for which Your Vehicle is insured

You are only insured under this policy when Your Vehicle is being:

- used for the purpose of the Business or for social, domestic or pleasure purposes; or
- used in connection with it being repaired, serviced or tested; or
- used for the purpose of teaching someone to drive, but only if the teaching is for free; or
- demonstrated for the purpose of selling it.

## Section 1: What You are insured for if Your Vehicle is damaged or stolen

### Comprehensive

If 'Comprehensive' is shown on the Certificate of Insurance and Your Vehicle is Accidentally damaged or stolen while in Australia during the Period of Insurance, We will at Our option:

- repair the damage or pay You the reasonable cost, as at the time of the damage or theft, to do so; or
- replace Your Vehicle or pay You the cost to replace Your Vehicle.

We only pay up to the lesser of the Market Value or the 'Sum Insured' for Your Vehicle.

If We consider the cost to repair Your Vehicle is uneconomical, or if Your Vehicle is not found within 2 weeks of You reporting it to the police as stolen, We will pay You the lesser of the Market Value, or the 'Sum Insured' for Your Vehicle.

### Fire, theft and legal liability

If 'Fire, theft and legal liability' is shown on the Certificate of Insurance and Your Vehicle is Accidentally damaged by fire, stolen or damaged by a person stealing or attempting to steal Your Vehicle while in Australia during the Period of Insurance, We will at Our option:

- repair the damage or pay You the reasonable cost, as at the time of the damage or theft, to do so; or
- replace Your Vehicle or pay You the cost to replace Your Vehicle.

We only pay up to the lesser of the Market Value or the 'Sum Insured' for Your Vehicle.

If We consider the cost to repair Your Vehicle is uneconomical, or if Your Vehicle is not found within 2 weeks of You reporting it to the police as stolen, We will pay You the lesser of the Market Value or the 'Sum Insured' for Your Vehicle.

### New vehicle

If Your Vehicle has a carrying capacity of less than 2 tonne and is a sedan, van, utility, 4WD or truck, We replace it with a new vehicle of a similar make and model or, at Our option, pay You the reasonable cost to do so, but only if:

- Your Vehicle was a new or demonstration model when You purchased it and it is damaged or stolen within 12 months from the date of its original registration; and
- the cost to repair it is uneconomical, or Your Vehicle is not found within 2 weeks of You reporting it to the police as stolen.

We do not include in the cost of a new vehicle any amount for registration, insurance or stamp duty. We calculate the amount We pay as if the new vehicle is readily available locally.

### Our repair policy

We have established a network of partnered repairers. These repairers must meet Our stringent acceptance criteria which requires a high standard of repair and service.

When You use one of Our preferred repairers You do not need to shop around for quotes and We will guarantee the quality of the workmanship and materials used in the repair.

You may choose Your own repairer, but if You do, We may require You to provide two quotes for the repair of Your Vehicle, including one from a repairer of Our choice.

If Your Vehicle is at Your chosen repairer and We want to obtain an alternative quote for repairs, We may arrange to move Your Vehicle to another repairer at Our expense.

If We agree to repair Your vehicle then We will use parts suitable for Your Vehicle's age and condition, as follows:

- In most circumstances new Original Equipment Manufacture (OEM) approved parts will be used if Your Vehicle is under 3 years old
- new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
  - Your car is over 3 years old; and
  - it does not affect the safety or the structural integrity of Your Vehicle; and
  - it complies with the applicable Australian Design Rules and the vehicles manufacturer's specifications.
- for windscreens, We use parts which are compliant with Australian Design Rules.

If We have paid or agreed to pay a claim under this policy and any part for Your Vehicle is unavailable in Australia, Our liability for the cost of freighting that part to Australia will be limited to that arising from sea transportation only.

We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with Our prior consent.

If the repairer needs to engage the services of a specific specialist repairer and/or supplier that repairer may sublet some of the repair work to such specialist repairer or supplier.

If We authorise the repairs to Your Vehicle, We will guarantee the workmanship on the repairs authorised by Us for the life of Your Vehicle.

We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under 'Our Complaints Handling Procedure' contained within the 'Important

Information applying to all policies' section of this PDS.

### Salvage

If We pay You the Market Value, We are entitled to the salvage (plus any registration and compulsory third party insurance refund.)

## Section 2: The insurance for legal liability

### What We pay for legal liability

If 'Comprehensive', 'Fire, theft and legal liability' or 'Legal liability' is shown on the Certificate of Insurance, We pay all amounts that:

- You or any person in charge of Your Vehicle with Your permission; or
- any person in or on, or getting in or on, or getting out of or off Your Vehicle,

are legally liable to pay as compensation for Personal Injury or Damage to Property which happens during the Period of Insurance arising out of an Occurrence that happened in Australia and that was directly caused by:

- the use of Your Vehicle; or
- goods falling, Accidentally spilling or discharging from Your Vehicle; or
- the operation of loading or unloading a product onto or from Your Vehicle directly to or from a fixed place of rest beside Your Vehicle.

### Legal liability Limit

We pay up to the 'Legal Liability Limit' shown on the Certificate of Insurance for all claims (including all costs and expenses) arising from the one Occurrence or series of Occurrences.

### Other policies

The 'Legal Liability Limit' shown on the Certificate of Insurance is the maximum We pay under this policy and under any other policies We issue to you in this Trades Insurance Kit even though You may have a claim under another policy.

## Section 3: Special exclusions

### When You are not insured under sections 1 and 2 of this policy

This policy does not insure loss of or damage to Your Vehicle, or liability for Damage to Property or Personal Injury:

- 1 directly or indirectly caused by or arising out of Your Vehicle being driven, towed, operated by or in the charge of a person who:**
  - did not have a licence required by law
  - was not complying with all the terms and conditions of their licence
  - was under the influence of alcohol or a drug
  - had more than the legal limit of alcohol or a drug in their blood
  - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of Your Vehicle.

*If You were not the driver or the person operating or in charge of Your Vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:*

- did not have the required licence
- was not complying with all of the terms and conditions of their licence
- was or might be under the influence of alcohol or a drug.

- 2 directly or indirectly caused by or arising out of Your Vehicle being:**
  - used with an alteration or modification that does not comply with a statutory regulation or the manufacturers' standard design
  - used whilst unsafe or not roadworthy
  - used to carry passengers for hire, fare or reward

- involved in or being prepared for an experiment, a stunt, racing, pacemaking, a reliability trial, speed or hill climbing, a sporting event or demonstration
  - used for an illegal purpose
  - used in connection with the motor trade to experiment, test, trial, demonstrate or tow
  - used on rails, tram tracks or cables of any kind
  - driven in an underground mining shaft or through a tunnel if the road through the tunnel is not a public road
  - used without Our prior written consent, in any raising or lowering operation in which a single load is shared between two or more cranes or lifting devices.
- 3 when Your Vehicle:**
    - is on hire to any other Person
    - is in the possession of a Person as part of the Person's stock in trade for the purpose of sale.
  - 4 whilst Your Vehicle is running on rails other than as cargo.**
  - 5 when Your Vehicle is not running solely on solid ground.**

### What is not insured under section 1 of this policy

You are not insured under section 1 of this policy for:

- 1 wear, tear, rust, corrosion or gradual deterioration.**
- 2 a structural, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage.**
- 3 damage to a tyre or continuous track directly caused by the road, by the application of brakes or by a puncture or burst, unless there is other damage to Your Vehicle in the same incident and some or all of that other damage is covered by the cover You selected.**
- 4 the theft of Your Vehicle by any person:**
  - to whom Your Vehicle is on hire
  - who has a financial interest in Your Vehicle
  - who is test driving Your Vehicle for sale where You or Your Employee did not accompany the prospective purchaser



- during or immediately after a fire or an Accident, unless You took reasonable steps to ensure Your Vehicle was not stolen as soon as You became aware of the fire or the Accident
- 5 loss of or damage to any drilling or boring equipment in, on, or attached to Your Vehicle whilst Your Vehicle is being operated underground, unless that drilling or boring equipment is specified on the Certificate of Insurance.**
  - 6 loss of, or damage to the following whilst being used in the course of drilling:**
    - a drill shaft bit; or
    - a drilling rig bit.
  - 7 loss of or damage to any concrete agitator, barrel, bowl or pump or their fittings directly caused by, or arising from the hardening or setting of concrete.**

## What is not insured under section 2 of this policy

This policy does not insure any liability:

- 1 for Personal Injury to:**
  - You or any member of Your Family or a person driving or in charge of Your Vehicle or any relative of that person
  - a person living permanently with a person insured by this policy
  - an Employee or a worker, agent, contractor or a subcontractor employed or engaged by any Person insured by this policy.
- 2 for Damage to Property, Personal Injury or a cost incurred by or on behalf of a government authority in a clean-up, directly or indirectly caused by or arising out of the transport or loading or unloading of Dangerous Goods in a Placard Load, except as described under the additional benefit 'Transport of Dangerous Goods'.**
- 3 for loss or damage directly or indirectly caused by or arising out of Your Vehicle:**
  - causing vibration
  - conveying, hauling or towing any load in excess of that for which

it was constructed, licensed or permitted by law

- becoming bogged in a known floodway, watercourse or any other area affected by tidal change if such loss or damage could reasonably have been foreseen.
- 4 for loss or damage directly or indirectly caused by or arising out of:**
    - tunnelling, underpinning, vibration or the removal or weakening of or interference with the support of land, property or a building or structure
    - the explosion of any pressure vessel forming part of or attached to Your Vehicle
    - Your Vehicle or any plant and/ or equipment attached to Your Vehicle being used as a Tool of Trade.
  - 5 for loss of or damage to an underground service or underground property unless, when the loss or damage occurred, the person who caused the loss or damage:**
    - could readily see the underground service or underground property; or
    - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

- 6 for Personal Injury if:**
  - Your Vehicle is not registered; or
  - the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance; or
  - the Person making the claim on this policy is entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

- 7 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made.**
- 8 for loss of or damage to property belonging to a Person insured under this policy.**
- 9 for loss or damage to the load or contents of Your Vehicle or the load or contents of any vehicle towed by Your Vehicle.**
- 10 for Damage to Property or Personal Injury directly or indirectly caused by or arising out of the weight of Your Vehicle and its load exceeding any lawful requirements or advisory or warning signs.**
- 11 for loss or damage to, or directly caused by or arising out of, the use of, a trailer if, at the time of the loss or damage, the trailer is:**
  - connected to Your Vehicle and is in Your custody, care or control; and
  - not owned by You,

unless 'Non-owned trailer liability is shown on the Certificate of Insurance.

## Section 4: Additional benefits

You have additional benefits 1-10 if 'Comprehensive' or 'Fire, theft and legal liability' is shown on the Certificate of Insurance.

You also have additional benefits 11 and 12 if, 'Comprehensive', 'Fire, theft and legal liability' or 'Legal liability' is shown on the Certificate of Insurance.

### 1 Automatic cover for a replacement vehicle

If You replace Your Vehicle during the Period of Insurance, this policy will insure the replacement vehicle from its date of purchase until the end of that Period of Insurance if:

- You tell us within 14 days of buying the replacement vehicle; and
- the value of the replacement vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance) is not more than \$150,000; and
- You pay any additional premium and accept any additional terms We require.

## 2 Cover for Your employer, principal and partner

We pay all amounts that Your employer, principal or partner are legally liable to pay as compensation for Personal Injury or Damage to Property which happens during the Period of Insurance arising out of an Occurrence that happens in Australia and that is directly or indirectly caused by or arising out of the temporary use of Your Vehicle by Your employer, principal or partner, in connection with their business provided that:

- they are not entitled to be indemnified for that liability under a compulsory policy of insurance; and
- where a substitute vehicle for Your Vehicle is being used, Your employer, principal or partner does not own and is not legally liable for such vehicle.

This benefit is otherwise subject to the terms of this policy.

## 3 Emergency repairs and towing

If We have paid or agreed to pay a claim for damage to Your Vehicle, We also pay up to \$5,000 towards the reasonable cost You incur to have:

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place or any other place that We have approved; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy,

as a result of that damage.

## 4 General average/salvage costs

This policy is extended to insure You for general average or salvage costs which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australian territorial waters.

## 5 Hire of replacement vehicle

If Your Vehicle has a carrying capacity of less than 2 tonne and is a sedan, van, utility, 4WD or truck and is stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar make and model for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition,

whichever is earlier. We do not pay for fuel, running costs or other charges.

## 6 Insurance of a hired or borrowed vehicle

If Your Vehicle is stolen or damaged and We have paid or agreed to pay a claim for it under this policy, We also insure a vehicle that You hire or borrow as a temporary replacement for up to 14 days against Accidental damage or theft. We will only pay a claim in respect of that vehicle if We would have paid a claim under this policy if it had been Your Vehicle. We will pay any claim:

- on the same terms and conditions as We would for Your Vehicle; and
- up to the Market Value if 'Market Value' is shown on the Certificate of Insurance.

*Please speak to Us if the value of the hired or borrowed vehicle is greater than Your Vehicle and You want to discuss taking out additional insurance.*

## 7 Loss of Personal Effects

If 'Comprehensive' is shown on the Certificate of Insurance and We have paid a claim under section 1, We pay up to \$500 any one item, to a maximum of \$1,000 in total any one event, for theft of or physical damage to Personal Effects contained in the boot or cab of Your Vehicle if they belong to You or Your Employee and You or Your Employee were in charge of Your Vehicle at the time of the theft or damage and:

- the theft occurred during the Period of Insurance and whilst Your Vehicle was securely locked; or
- the damage was directly caused by fire, collision or overturning of Your Vehicle during the Period of Insurance.

We do not pay this benefit if You or the Employee in charge of Your Vehicle stole the Personal Effects.

## 8 Relocation of driver

If 'Comprehensive' is shown on the Certificate of Insurance and We have paid a claim under section 1 of this policy and the event that gave rise to the claim occurred more than 250 kilometres by the most direct route from the driver's usual place of work or residence, We pay up to \$250 towards the reasonable costs for the driver to return to his or her usual place of work or residence.

## 9 Sign-writing

If Your Vehicle is:

- stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$1,000 towards the reasonable costs You incur to apply sign-writing to Your replacement vehicle to the same specification as any sign-writing originally on Your Vehicle
- damaged and We have paid or agreed to pay a claim for the damage under this policy, We pay up to \$1,000 towards the reasonable costs You incur to redo any sign-writing on Your Vehicle which was damaged.

## 10 Trailers - not specified

We pay up to \$1,000 for damage to or loss of a two-wheel box trailer You own if it is Accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle. You are not entitled to this benefit if the trailer is shown as Your Vehicle on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

## 11 Transport of Dangerous Goods

This policy is extended to insure You against Your legal liability to pay compensation for:

- Damage to Property; or
- Personal Injury; or
- a cost incurred by or on behalf of a government authority in a clean-up, which happens during the Period of Insurance arising out of an Occurrence that happens in Australia and that was directly caused by:
  - the transport of Dangerous Goods in a Placard Load on Your Vehicle or in, or on, a vehicle attached to or towing Your Vehicle from one place to another; or
  - the loading or unloading of Dangerous Goods in a Placard Load.

This benefit does not insure You for Your liability for Personal Injury if Your Vehicle is registered or You are required by law to be insured against that liability under another policy of insurance.

We pay up to the greater of \$5,000,000 or the amount shown on the Certificate of Insurance for

'Transport of Dangerous Goods', for all claims arising out of the one Occurrence or series of Occurrences.

This benefit is otherwise subject to the terms of this policy.

## 12 Your Vehicle

For the purpose only of section 2 of this policy and only in respect of claims for liability for Damage to Property, the definition of Your Vehicle is extended to include a vehicle owned and driven by Your Employee when temporarily used, with Your express prior consent, in connection with Your Business, provided that:

- at the time of the Damage to Property they are not entitled to be indemnified for that liability under a compulsory policy of insurance; and
- Your Employee has observed and fulfilled the terms and conditions of this policy as though Your Employee is an Insured under this policy.

## Section 5: Optional benefits

### No claim bonus

If 'No claim bonus' is shown on the Certificate of Insurance as an optional benefit You have selected, You retain Your entitlement to a no-claim bonus in connection with Your Vehicle if You make only one claim on this policy in circumstances where You are at fault for the loss or damage.

You are only entitled to this benefit if:

- Your no-claim bonus is at least 60%; and
- You pay Us the premium We require for this benefit.

### Hire car benefit

If 'Hire car benefit' is shown on the Certificate of Insurance and Your Vehicle becomes unusable as a result of Accidental damage during the Period of Insurance, We pay up to \$500 towards the cost to hire a vehicle of a similar type for up to 14 days, or until Your Vehicle is repaired, whichever is the earlier. We do not pay for fuel, running costs or other charges.

## Section 6: Special conditions that apply to sections 1 and 2 of this policy

### Where We pay You the Sum Insured or Market Value

If We pay You the Sum Insured or the Market Value, then this policy will come to an end for Your Vehicle and You will no longer have any cover for Your Vehicle. If the premium has been paid in full for the Period of Insurance We will not refund any premium.

Where We replace Your Vehicle with a new vehicle, as set out in 'Additional benefits – 1 automatic cover for a replacement vehicle' and You choose to insure the new vehicle with Us and We accept the risk, an extra pro-rata premium is payable.

### Excesses

The following excesses apply to sections 1 and 2 of this policy.

If more than one of these excesses applies, then You must pay all of them and also any other applicable excess shown on the Certificate of Insurance.

#### 1 Standard excess

The 'Standard excess' shown on the Certificate of Insurance is the standard excess that applies to all claims You make on this policy.

#### 2 Age and inexperienced driver excess

In addition to the 'Standard excess' shown on the Certificate of Insurance, You will also have to pay the 'Driver excess' shown on the Certificate of Insurance if at the time of the event that gave rise to a claim under this policy, Your Vehicle was driven by or in the control of a person who:

- was under the age of 21; or
- was aged 21 or more but under the age of 25; or
- was aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the event.

The amount of the age or inexperienced driver excess is shown on the Certificate of Insurance. You will not have to pay this additional excess if the only damage to Your Vehicle is a broken windscreen, or window glass, or if the damage is caused by Storm or hail.

#### 3 Radius of Operation excess

If your Vehicle is a truck exceeding 10 tonne, or a prime mover, the 'Standard excess' shown on the Certificate of Insurance is doubled if Your Vehicle is damaged or stolen when outside the Radius of Operation shown on the Certificate of Insurance.

#### 4 Tipping excess

If Your Vehicle has a tipping mechanism and damage occurs or liability is incurred which is covered by this policy while the tipping mechanism is being operated and was fully or partially elevated, the 'Standard excess' shown on the Certificate of Insurance is doubled.

#### 5 Underground excess

If 'Underground excess' is shown on the Certificate of Insurance, You must pay that excess if Your claim is in connection with damage to an underground service or underground property, or loss as a result of that damage.

#### 6 Windscreen damage excess

Only the 'Standard excess' shown on the Certificate of Insurance will apply to a claim for windscreen damage, unless stated otherwise on the Certificate of Insurance.

## Special definitions that apply to words We use in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in the Trades Insurance Kit'

**Dangerous Goods** has the same meaning as set out in the current edition of the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'.

**Legal Liability Limit** means the amount shown on the Certificate of Insurance as the 'Legal Liability Limit' for this policy.

**Market Value** means what it would cost to buy a vehicle of a similar make, model and condition to Your Vehicle at the time of the loss or damage (excluding the cost of registration, stamp duty, transfer fees and insurance).

**Personal Effects** means personal property generally carried or worn, excluding cash, negotiable instruments, mobile phones, laptop computers, personal computers, electronic organisers, video recorders, cameras, tools and equipment.

**Placard Load** has the same meaning as set out in the current edition of the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'.

**Radius of Operation** means the 'Radius of Operation' shown on the Certificate of Insurance and measured from the location shown on the Certificate of Insurance.

**Sum Insured** means the amount shown on the Certificate of Insurance as the 'Sum Insured'.

**Tool of Trade** means the operational use of Your Vehicle for the purpose for which it was designed, other than its vehicular purpose. For example: the operational use of an excavator is excavating, a scissor-lift is lifting, a compressor is producing pressurised air.

**Your Vehicle** means the vehicle shown on the Certificate of Insurance and including the following:

- metallic paint, rust proofing, window tinting, mudflaps, headlight protectors, spoilers, car mats, roof racks (but not bike or ski racks) and any tow, roo, bull, nudge and side bars and any spotlights, fog lights or similar lights attached to them; and
  - tools and accessories that:
    - the manufacturer fitted as standard to the vehicle shown on the Certificate of Insurance; or
    - the manufacturer originally supplied and the manufacturer or dealer fitted to the vehicle shown on the Certificate of Insurance,but not a caravan annexe even if the Certificate of Insurance shows Your Vehicle as a caravan; and
  - modifications specified on the Certificate of Insurance under the heading 'Modifications'; and
  - accessories specified on the Certificate of Insurance under the heading 'Accessories'; and
  - non-specified accessories up to a total value of \$500 if no accessories are specified on the Certificate of Insurance under the heading 'Accessories',
- that are part of, on, attached to, or locked in, Your Vehicle at the time of the loss or damage.



# Personal accident policy

*This policy offers 2 insurance options so You can select the 1 that best suits Your particular needs.*

*You only have this policy if the risk 'Personal Accident' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and General exclusions on page 10 apply to this policy. The General definitions on pages 11 and 12 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>48</b>
<b>What is insured</b>	<b>48</b>
<b>What is not insured</b>	<b>48</b>
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## The types of cover We offer

We offer 2 different types of insurance cover.

You have insurance in respect of:

- an Accident, if 'Accident only' is shown on the Certificate of Insurance
- Accident and illness, if 'Accident and illness' is shown on the Certificate of Insurance.

## What is insured

### Accident

If 'Accident' is shown on the Certificate of Insurance, this policy insures You against bodily injury, inability to work or death directly caused by an Accident that occurs during the Period of Insurance.

This policy only insures You if the Accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

### Accident and illness

If 'Accident and illness' is shown on the Certificate of Insurance, this policy also insures You against inability to work directly caused by illness.

This policy only insures You if:

- the illness causes inability to work solely and independently of any other cause; and
- the illness was contracted during the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no such 28 day waiting period when You renew Your policy in a second or later year.

## What is not insured

This policy does not insure You against:

### 1 bodily injury, inability to work or death:

- which happens while You are:
  - under the influence of alcohol or drug
  - taking part in a riot or civil commotion

- riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the Certificate of Insurance
  - engaging in:
    - \* any sports activities in a professional capacity
    - \* waterskiing
    - \* polo or polocrosse
    - \* an underwater activity
    - \* any snow or ice sport unless the relevant activity is shown on the Certificate of Insurance
    - \* ski jumping
    - \* bungee jumping
    - \* base jumping, hang gliding, parachuting
    - \* expeditions for the purposes of exploration
    - \* skydiving
    - \* racing (except on foot)
    - \* hunting on horseback
    - \* rodeo riding of horses, camels, bulls or other bovines whether competing or not at the time
    - \* camp drafting
    - \* mountaineering or rockclimbing
    - \* abseiling
    - \* caving or cave diving or cavern diving
    - \* travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed Aircraft operated by a licensed pilot on a recognised airline over an established air route
    - \* an illegal or criminal act.
  - training or playing amateur football or rugby
  - which is attributable wholly or in part to:
    - asbestos
    - pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an accident or illness
    - intentional or attempted self injury or suicide
    - a sexually transmissible disease
    - Avian Influenza ('bird flu')
    - Transmissible Spongiform, Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these
    - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation.
- 2 an illness if that illness was directly or indirectly caused by or arising out of an Accident and We have paid a claim under this policy in relation to that Accident.**

## What We pay

The amount of compensation We may pay is a percentage of the Capital Sum Insured or Weekly Benefit as applicable. We pay the compensation as set out in the table below if You die (item 1) or suffer a total loss of the effective use of any of the items 2-23. For items 1-24 (shown in the tables on this page and on the next page), We pay the compensation of the percentage specified in the tables on this page and on the next page of the Capital Sum Insured. For items 25-27 (shown in the table on the next page), We pay the compensation of the percentage (specified in the table on the next page) of the Weekly Benefit.

DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT			COMPENSATION % of Capital Sum Insured
death	1		100%
sight	2	loss of sight both eyes	100%
	3	loss of sight in one eye	50%
	4	loss of binocular vision	50%
hearing	5	loss of hearing in one ear	50%
	6	loss of hearing in both ears	75%
speech	7	loss of power of speech	75%
arm	8	loss of arm above elbow	90%
	9	loss of arm below elbow	80%
leg	10	loss of leg at or above knee	90%
	11	loss of leg below knee	80%
hand, thumb or finger	12	loss of both hands	100%
	13	loss of hand or thumb and 4 fingers	80%
	14	loss of thumb or forefinger	30%
	15	loss of any finger other than forefinger	20%
	16	loss of end joint (distal phalanx) of thumb or of any finger	15%
hand and foot	17	loss of a hand and a foot	100%
foot or toe	18	loss of both feet	100%
	19	loss of one foot	75%
	20	loss of big toe	25%
	21	loss of any toe other than big toe	10%
	22	loss of end joint (phalanx) of big toe	10%
	23	loss of end joint (phalanx) of any other toe	5%

*We pay compensation on items 2-23 only for total loss of effective use – not partial loss or impairment.*

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p><b>Permanent</b></p> <p>total and permanent inability to engage in or attend to any profession, business or occupation – the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>this item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of Capital Sum Insured
25	<p><b>Temporary</b></p> <p>total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 100% of Weekly Benefit or Your Earnings
26	<p><b>Temporary</b></p> <p>partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 25% of Weekly Benefit or Your Earnings
INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ILLNESS		COMPENSATION
27	total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness	The lesser of 100% of Weekly Benefit or Your Earnings

## Additional benefits

All additional benefits shown below are otherwise subject to the terms and conditions of this policy.

### Exposure

If by reason of a bodily injury occurring during the Period of Insurance You are exposed to the elements and as a result of such exposure You suffer a separate condition for which an item set out in the table of benefits on pages 49 and 50 is payable, that condition will be treated as though it were a separate injury for the purpose of this policy.

### Electric shock

The benefits payable for items 4 and 5 in the table of benefits on pages 49 and 50 will be doubled if the death or injury was directly caused by electric shock.

### Modification benefit

If We pay a benefit for item 4 in the table of benefits on pages 49 and 50, We also pay up to \$10,000 towards the cost You necessarily incur to modify Your motor vehicle or home or in relocating to a suitable home, as a result of Your Permanent Total Disablement.

### Rehabilitation benefit

If We pay or agree to pay You a Weekly Benefit under this policy, We also pay up to \$5,000 towards the reasonable costs You incur to participate in a return to work program if:

- We consider the program reasonable; and
- Your Medical Practitioner supports Your participation in that program.

## Limits on compensation

If more than one type of injury as set out in the table on pages 49 and 50 is caused by the one Accident, We pay only for the injury that provides the highest benefit.

Any benefit paid for items 1-23 is reduced by the amount of any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one Accident.

We do not pay more than the Capital Sum Insured for the total of all Accidents and illness occurring during the Period of Insurance.

The following applies in relation to payments under items 25, 26 and 27:

- We will not pay a benefit for more than one of items 25, 26 and 27 at the one time; and
- We do not pay a benefit for more than the number of weeks shown as the Benefits Period; and
- All compensation will be paid fortnightly in arrears; and
- Compensation paid for a period of less than one week will be paid at a rate of 1/7th of the applicable percentage of the Weekly Benefit for each day; and

- Compensation paid is limited to the lesser of Your Earnings or the Weekly Benefit; and
- We do not pay a benefit if You have suffered no loss of Earnings; and
- If You receive or are entitled to receive Earnings from any other employment or occupation then any amount We have to pay of the Weekly Benefit will be reduced by the amount you receive from the weekly earnings from that other employment or occupation; and
- We do not pay a benefit when You are on unpaid leave or maternity leave; and
- Any payments will cease when the total inability or partial inability to attend to Your usual profession, business or occupation ceases; and
- Any payments will cease on the date You die; and
- Any payments will cease on the date You retire.

## Death benefit

If We pay compensation under item 1 in the table, We will also pay Your Estate up to \$5,000 for funeral expenses.



## Special conditions that apply to this policy

### What You must do if You make a claim

When making a claim, You must comply with the following requirements. If You do not meet these requirements, We may, to the extent permitted by law, refuse to pay or reduce a claim.

- You or anyone making a claim must give us written notice within 30 days of an occurrence with full details of any injury, inability to work, death or disappearance; and
- no benefits will be payable unless You follow proper medical advice from a Medical Practitioner as soon as possible after an injury or illness; and
- You must as often as reasonably required by Us, submit to medical examination by a Medical Practitioner, including but not limited to, a Medical Practitioner of Our choice that We direct You to consult on Our behalf and at Our expense; and
- You must provide all information, certificates and evidence required by Us at Your expense in such form and of such nature as We require and request; and
- in the event of Your death, the administrator or executor of Your Estate must provide Us with a certified copy of a death certificate.

### Change of occupation

You must give Us written notice immediately if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover if You change Your profession, business or occupation during the Period of Insurance.

### Compensation from other sources

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after

We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

### Claims Exclusion Period

When Claims Exclusion Period and a number of weeks is shown on the Certificate of Insurance, We do not pay any benefits for items 24-27 inclusive for the period shown.

### Claim payment procedures

Upon receipt of written notice of a claim, We will provide You with such claim forms as required to be completed by or on behalf of You.

Compensation under items 24-27 will be made fortnightly in arrears after the Claims Exclusion Period (if applicable) and any other such period that may apply expires and all documentation required by Us is provided to Us.

## Special definitions that apply to words We use in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in the Trades Insurance Kit'

**Benefits Period** means the number of weeks shown on the Certificate of Insurance as the 'Benefits Period'.

**Capital Sum Insured** means the amount shown on the Certificate of Insurance as the 'Capital Sum Insured'.

**Claims Exclusion Period** means the period shown on the Certificate of Insurance as the 'Claims Exclusion Period'.

**Earnings** means:

- if You are self-employed, Your gross weekly income from personal exertion after deducting any expenses incurred in deriving that income, averaged out over a 12 month period prior to the date of the accident or illness
- if You are an employee, Your gross weekly pay inclusive of overtime payments, bonuses, commissions and allowances averaged over a 12 month period prior to the date of the accident or illness (in relation to which We have agreed to pay a claim under the Personal accident policy) or, if You have been employed for a period of less than 12 months, averaged for the period You have been continuously employed up to the Weekly Benefit.

**Earnings** does not mean:

- income earned by You as a result of personal exertion or labour of other Persons unless We agree in writing
- income You earn as a result of any employment or services provided on a seasonal or temporary basis.

**Medical Practitioner** means a legally qualified Medical Practitioner currently registered to practice in the relevant location

where treatment is provided who is acting within the scope of their registration and pursuant to the relevant laws.

**Permanent Total Disablement** means a total and permanent inability to engage in or attend to Your usual occupation, profession or business, or any other occupation, profession or business for which You are qualified by education, training or experience.

**Weekly Benefit** means the amount shown on the Certificate of Insurance as the 'Weekly Benefit'.

## Contact Us

Call **1300 934 934** for your local office.  
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