



QBE Insurance (Australia) Limited

# Home Indemnity Insurance Owner Builder Policy Western Australia

Home Indemnity Insurance Policy

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

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

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

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

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

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

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

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

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

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

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## Introduction

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

## For more information

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

- your financial services provider or phone 1300 790 723.

## About QBE

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

## Important Information

The information provided in this section includes high level information about the Policy including privacy, our dispute resolution process and other relevant information.

The Policy Wording sets out the detailed terms, conditions and exclusions relating to the Policy.

This Policy may be accompanied by a Policy Schedule which sets out any applicable specific terms.

## Duty of disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

## If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

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

## Privacy

We take the security of your personal information seriously.

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

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

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

## General Insurance Code of Practice

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

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

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

## Policy Wording

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

### Our agreement with the owner builder

This Policy is a legal contract between the owner builder and us. The owner builder pays us the premium and we provide you with the cover set out in the Policy.

### The Policy

The Policy consists of the Policy Wording in this booklet and the Certificate of Insurance.

### Paying your premium

The owner builder must pay the premium by the due date.

### Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or Term	Meaning
Act	the <i>Home Building Contracts Act 1991 (WA)</i> and the <i>Home Building Contracts Regulations 1992 (WA)</i> . The regulations when referred to separately are referred to as the regulations.
Associated work	includes site works, swimming pools, spas, pergolas, carports, garages, sheds, fencing, retaining walls, paving, driveways, landscaping and other like works.
Building	the dwelling(s) described in the certificate of insurance.
Certificate of insurance	the certificate that we produce includes important information and details about this policy. The certificate of insurance will be evidence that we have accepted cover under this policy.
Construct	in relation to a dwelling means perform any work commencing with the preparation of the site and ending with the completion of the dwelling (including any associated work) and includes: <ul style="list-style-type: none"> <li>painting where that is part of the work included in a contract; and</li> <li>the provision of lighting, heating, water supply, drainage, sewerage, gas and other like services.</li> </ul>

Word or Term	Meaning
Cost of the work	the estimated value of building work specified in the application for a building licence as per Schedule 1 and 2 of the <i>Building Regulations 2012 (WA)</i> .  In the case of work that is placing a dwelling on land the cost of: <ul style="list-style-type: none"> <li>placing the dwelling on the land including siting, stumping and any other work in connection with that placement; and</li> <li>any residential building work to the dwelling after placement.</li> </ul>
Cost plus contract	a contract under which a builder is entitled to recover an amount excluding prime cost items and provisional sums that is not determined at the time when the contract is entered into, being an amount that includes the actual cost to be incurred in: <ul style="list-style-type: none"> <li>acquiring materials; and</li> <li>performing work,</li> </ul> specified in the contract, together with an additional amount that comprises either: <ul style="list-style-type: none"> <li>a sum calculated as a percentage of that cost; or</li> <li>a specified sum;</li> </ul> or both.
Disappearance	includes cannot be found, after due search and enquiry.
Dwelling	a building occupied or intended for occupation solely or mainly as a place of residence.
Insolvency	<ul style="list-style-type: none"> <li>In relation to an individual, that the individual is insolvent under administration (within the meaning of the <i>Bankruptcy Act 1966 (Cth)</i>).</li> <li>In relation to a corporation, that the corporation is an externally-administered body corporate administration (within the meaning of the <i>Corporations Act 2001 (Cth)</i>).</li> </ul>
Owner builder	the owner builder as that term is defined in section 25A of the Act, named in the certificate of insurance as the owner builder and to which section 25F of the Act applies.
Policy	this policy wording, any endorsements and the certificate of insurance.

Word or Term	Meaning
Residential building work	<p>the whole or part of the work of:</p> <ul style="list-style-type: none"> <li>• constructing or re-constructing a dwelling including an existing dwelling and/or strata-titled dwelling;</li> <li>• placing a dwelling on land;</li> <li>• altering, improving or repairing a dwelling, including a strata-titled dwelling; or</li> <li>• constructing or carrying out any associated work in connection with: <ul style="list-style-type: none"> <li>○ constructing or re-constructing a dwelling including an existing dwelling and/or strata-titled dwelling;</li> <li>○ placing a dwelling on land; or</li> <li>○ an existing dwelling, including a strata-titled dwelling.</li> </ul> </li> </ul>
Remedy	an order for remedy under part 3 of the <i>Building Services (Complaint Resolution and Administration) Act 2011 (WA)</i> .
Sale contract	a contract entered into by the owner builder for the sale of land on which the building is constructed or to sell or dispose of the building and to which section 25F of the Act applies.
Strata-titled dwelling	a building or part of a building, occupied or intended for occupation solely or mainly as a place of residence, that is erected on a lot in respect of which a plan is registered under the <i>Strata Titles Act 1985 (WA)</i> .
Terrorism	<p>any act that, having regard to the nature of the act, and the context in which it was done, is reasonable to characterise as an act of terrorism. An act can only be characterised an act or terrorism if it:</p> <ul style="list-style-type: none"> <li>• causes or threatens to cause death, personal injury or damage to property;</li> <li>• is designed to influence a government or to intimidate the public or a section of the public; or</li> <li>• is carried out for the purpose of advancing a political, religious, ideological, ethnic or similar cause.</li> </ul> <p>Any lawful activity or industrial action cannot be characterised as an act of terrorism.</p>
We/our/us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
Work	residential building work which is done or is to be done by the owner builder to the building before the sale contract was entered into.

Word or Term	Meaning
You/your	<p>the purchaser of the home under the sale contract and any successor in title to that purchaser.</p> <p>You/your does not include:</p> <ul style="list-style-type: none"> <li>• the owner builder;</li> <li>• a person who does residential building work other than under a contract;</li> <li>• the holder of a builder's registration who and that carried out the work; or</li> <li>• any related bodies corporate of those above, within the meaning of section 50 of the <i>Corporations Act 2001 (Cth)</i></li> </ul>

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

### Owner builder home indemnity insurance

Owner builder home indemnity insurance protects the person who purchases a dwelling built by an owner builder and the subsequent homeowners. The policy covers loss or damage resulting from breach of statutory warranty because of the owner builder's:

- death; or
- disappearance; or
- insolvency.

An owner builder takes out this insurance policy, but you are the beneficiary by operation of section 48 of the *Insurance Contracts Act 1984 (Cth)*.

The owner must provide an owner builder home indemnity insurance certificate to the beneficiary when they sell the dwelling. In addition, a copy of the owner builder home indemnity insurance certificate will be provided to the owner builder.

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

### Who is covered by this policy?

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

### What is covered by this policy?

We will pay for loss or damage (including consequential loss) arising from the inability to take advantage of an entitlement to, or to enforce or recover under, a remedy for the work but only if you cannot recover compensation from the owner builder or have the owner builder rectify the loss or damage because of the insolvency, death or disappearance of the owner builder.

## How much will we pay?

1. We may do one of two things when we pay a claim under this policy. We will either make good the loss or damage or pay the amount of that loss or damage.
2. However, the following limitations apply to what we will pay:
  - (a) We will not pay the first \$500 of each claim in relation to each dwelling in each building insured under this policy.
  - (b) We will not pay more than \$200,000 in total or the cost of the work (whichever is the lesser), in the aggregate for all claims under this policy for each dwelling.
  - (c) If the work is carried out or to be carried out on land in a plan of subdivision containing common property, and the loss or damage relates to common property, we will not pay more to you for that claim than the amount calculated by dividing the amount payable for that claim by the number of dwellings in the building.
3. The limitations in clause 2 - 'How much we will pay' includes all the amounts payable under the heading 'What is covered by this policy'.

## What we don't pay

We will not pay under this policy:

1. in relation to visible defects in the work of which you should reasonably been aware when acquiring the building, including any defect or incomplete work that is referred to in any report required by us before entering into this policy;
2. for claims in the nature of liquidated damages for delay or damages for delay. However, this limitation does not extend to any increase in rectification costs caused by the passing of time or liquidated damages the subject of a remedy;
3. for loss or damage that could reasonably be expected to result from fair wear and tear of the work, or from your failure to maintain the work;
4. in relation to a defect in, or repair of damage to the non-residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it;
5. for loss or damage caused by the normal drying out of the building if the owner builder has taken all reasonable precautions in allowing for the normal drying out when carrying out the work;
6. for damage due to or made worse by the failure by you to take reasonable and timely action to minimise the damage;
7. in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made:
  - (a) after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned; or
  - (b) if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus.
8. in relation to damage to work or materials that is made outside the reasonable life time of that work or materials or the manufacturer's warranty period for the materials;
9. for legal liability resulting from any event unless expressly insured under this policy;
10. in relation to an interest in the building that is not your interest;
11. in relation to a defect due to a faulty design provided by you or a previous owner (other than the owner builder);
12. for loss, damage or defects due to:
  - (a) an act, error or omission of someone other than the owner builder or someone contracted by them;
  - (b) faulty or unsuitable materials supplied by you.
13. arising from, connected with or relating to personal injury, death, disease or illness of a person or for injury to or impairment of a person's mental condition;
14. for any claims connected with or relating to:
  - (a) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority;
  - (b) fraud or dishonest conduct of any kind by you;
  - (c) any terrorism;
  - (d) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion;
  - (e) the existence or use of asbestos products and/or products containing asbestos in the building or on or in the land on which the building is built;
  - (f) mechanical or electrical breakdown, not attributable to the workmanship of, or the installation by the owner builder;
  - (g) your failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
  - (h) the action of vermin, termites, moths or other insects, unless, and to the extent that, the work involved the treatment of the termites, moths or other insects or the prevention of the action of the vermin, termites, moths or other insects.
15. for loss, claim, cost, expense or obligation of any kind directly or indirectly arising from or relating to mould, fungus, mildew or spores unless, and to the extent that, the work involved the treatment of mould, fungus, mildew or spores or the prevention of mould, fungus, mildew or spores;
16. for claims insured under another policy of insurance issued under or pursuant to the Act;
17. for any claims that were allowed to be excluded by the Act as at the date the certificate of insurance was issued;
18. and We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country;
19. and We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

## How long are you covered for?

Claims in respect of work may be made at any time before the expiration of a period of seven years from:

1. the date of issue to the owner-builder of the relevant building licence for the building work; or
2. the date of grant to the owner-builder of the relevant building permit for the building work.



## Making a claim

1. You must make a claim by completing our claim form. The claim form is available on our website [www.qbe.com](http://www.qbe.com)
2. In answering any questions you must be honest and tell us everything you know. We will use this information to decide whether to pay a claim.
3. You must give us any assistance, information or documents which we request. This includes giving us, our nominated builder and your builder, reasonable access to inspect, rectify or complete the work (unless you have reasonable grounds to refuse access).
4. You must not make any admissions, offer, promise or payment in connection with any claim.
5. You must comply with your obligations under the policy, otherwise we may reduce the amount of your claim to the extent we have been prejudiced.
6. We will acknowledge receipt of your claim notification within five business days. At this time we will confirm that we have all the required information or we will tell you of any other information needed to enable us to assess your claim.
7. We will notify you within 30 business days of receiving all the information necessary to assess your claim, if we accept that the builder is dead, has disappeared or is insolvent.

### How long do you have to claim?

1. You must notify us of a claim for loss or damage resulting from all causes (other than incomplete work) within a reasonable time of when you first became aware, or when you ought reasonably have become aware, of the fact or circumstance giving rise to the claim.
2. If you notify us of a defect, you are taken to have given notice of every defect directly or indirectly related to that defect, whether or not the claim in respect of the defect that was notified has been settled.

## Failures by the owner builder

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

## Other important matters

### Enquiries

1. We believe that it is important that the good relationship we have with our clients is not damaged through any misunderstanding or dispute that may arise from our products or services.
2. Therefore, if you are:
  - (a) uncertain about any aspect of your insurance cover or any claim you have made on this policy; or
  - (b) concerned with delays in processing; or
  - (c) dissatisfied with any response from us or our agents including loss adjusters or investigators;
 please make your concerns known to us on 1300 790 723, in the first instance.

Our Branch Staff have the knowledge and skills to resolve most misunderstandings that arise.

## Complaints

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

### Step 1 – Talk to us

Your first step is to get in touch with us on 1300 790 723. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

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

### Step 2 – Customer Relations

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

You can also contact the Customer Relations team directly:

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

### Step 3 – Still not resolved?

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

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

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

### More information

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

### Complaints just about privacy

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

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



## Our rights and obligations

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

### Loss prevention

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

### Recovery from others

1. If we pay a claim, we are entitled to be subrogated to your rights to recover against any other party (including the owner builder, or a contractor or supplier or a liquidator or administrator or the estate of the owner) to the extent of the amount paid by us.
2. You must not limit or exclude your rights against a party from whom you might otherwise be able to recover in respect of a loss or damage. If you do, our liability to you is reduced to the extent that we can no longer recover from that other party as a result of your actions.
3. You must provide us with reasonable assistance to recover damages or contribution from any other person.

### Goods and services tax

1. Despite the other provisions of this policy, our liability to you will be calculated taking into account any input tax credit to which you would have been entitled to for any acquisition which is relevant to your claim.
2. The owner builder must tell us whether they are entitled to claim an input tax credit on the premium at the time they take out the policy. If they do not provide us with this information we may deduct up to 1/11th of the amount otherwise payable in settlement of your claim.
3. If you are registered for GST, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an input tax credit on the replacement goods or services.
4. If you were not entitled to an input tax credit on the premium, this will equal the GST credit to which we would have been entitled if you had disclosed your entitlement.
5. If you are only entitled to a partial input tax credit on the premium, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an input tax credit on the replacement goods or services plus the GST credit to which we may have been entitled if you had disclosed your entitlement.
6. Unless stated otherwise, all amounts payable by us under this policy and all policy limits are inclusive of GST.
7. 'GST', 'input tax credit' and 'acquisition' have the meaning given under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### Application of laws

This policy is subject to the law of Western Australia and Commonwealth legislation such as the *Insurance Contracts Act* (Cth).

## References to legislation

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

'Subsequent legislation' means:

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

## Conflict with the Act

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

