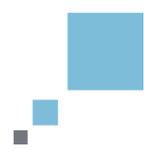




# **Combined Product Disclosure Statement (PDS) and Policy Wording**

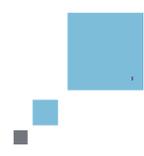
## **Owner-Builder Warranty Insurance South Australia**

**Effective date:01/11/2019**



## Table of Contents

<b>IMPORTANT INFORMATION .....</b>	<b>3</b>
<b>INTRODUCTION .....</b>	<b>3</b>
<b>ABOUT ASSETINSURE.....</b>	<b>3</b>
<b>ABOUT AOBIS .....</b>	<b>3</b>
<b>ABOUT THIS DOCUMENT .....</b>	<b>3</b>
<b>DUTY OF DISCLOSURE .....</b>	<b>3</b>
<b>LIMITATION OR EXCLUSION OF RIGHTS AGAINST THIRD PARTIES .....</b>	<b>4</b>
<b>INTERESTED PARTIES.....</b>	<b>4</b>
<b>PRIVACY .....</b>	<b>4</b>
<b>DISPUTE RESOLUTION PROCESS.....</b>	<b>5</b>
<b>OUR AGREEMENT WITH YOU .....</b>	<b>5</b>
<b>APPLYING FOR INSURANCE.....</b>	<b>5</b>
<b>YOUR POLICY .....</b>	<b>5</b>
<b>PREMIUM.....</b>	<b>5</b>
<b>GOODS AND SERVICES TAX (GST).....</b>	<b>6</b>
<b>UPDATING INFORMATION.....</b>	<b>6</b>
<b>AGENTS REMUNERATION .....</b>	<b>6</b>
<b>DEFINITIONS .....</b>	<b>6</b>
<b>OUR COVER.....</b>	<b>8</b>
<b>CERTIFICATE OF INSURANCE .....</b>	<b>8</b>
<b>PERIOD OF COVER .....</b>	<b>8</b>
<b>WE WILL PAY .....</b>	<b>8</b>
<b>WE WILL NOT PAY .....</b>	<b>8</b>
<b>EXCLUSIONS.....</b>	<b>8</b>
<b>CLAIMS PROCEDURE .....</b>	<b>9</b>
<b>CONDITIONS.....</b>	<b>10</b>
<b>OTHER MATTERS .....</b>	<b>11</b>
<b>HOW WE WILL COMMUNICATE .....</b>	<b>11</b>
<b>JURISDICTION.....</b>	<b>11</b>



## Important Information

### Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance - South Australia distributed by Australian Owners Builders Insurance Services Pty Ltd.

### About Assetinsure

The insurer of the **Policy** is Assetinsure Pty Limited (Assetinsure) ABN 65 066 463 803. In this document unless otherwise stated, the insurer is called “**We**”, “**Us**”, “**Our**” and/or “Assetinsure”. Their contact address is level 21, 45 Clarence Street, Sydney NSW 2000.

Assetinsure Pty Ltd (Assetinsure) is authorised by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. For further information visit their website at [www.assetinsure.com.au](http://www.assetinsure.com.au)

### About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd (AOBIS) ABN 95 122 431 654 operating under the AFSL No 308705. In arranging this insurance AOBIS is acting under the authority of and as the agent for Assetinsure.

### About this Document

This document contains important information to help **you** understand the features, benefits and risk of this insurance. Before **you** decide whether to purchase it, **you** need to read this document carefully.

This document is also a Product Disclosure Statement (PDS) as required under the Corporations Act in certain circumstances. **Our** PDS may need to be updated from time to time.

**You** can obtain a paper copy of any updated information without charge by contacting **us**. 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 purchase the cover, **we** will provide **you** with a new PDS or a supplementary PDS. Ask **us** if **you** have any queries.

Included in this document are:

- this **Important Information** section
- the **Definitions** section – it sets out what **we** mean by certain defined terms in this insurance;
- the **Our Cover, Period of Insurance, We Will pay and We Will Not Pay** section – it sets out the scope of cover provided under this **Policy** including your policy limits and the applicable excess;
- the **Exclusions** section – it sets out what **we** do not cover under this **Policy**;
- the **Claims Procedures** section – it sets out details of **your** and **our** rights and obligations if **you** need to claim under this **Policy**;
- the **Conditions** section – it contains details of **your** and **our** rights and obligations under this **Policy**.

### Duty of Disclosure

Before **you** enter into the **Policy** with **us**, **you** have a duty, under the Insurance Contracts Act 1984, to disclose to **us** every matter that **you** know or could reasonably expected to know, is relevant to **our** decision whether to accept **your Application** for insurance, and, if so, on what terms and for how much premium.

**You** have the same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate the **Policy**.

The duty applies until the **Policy** is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **you** provide answers or make disclosure and the Relevant Time, **you** need to tell **us**.

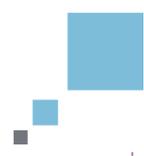
#### Who Needs to Tell Us

The duty of disclosure applies to **you** and everyone that is an insured under the **Policy**. If **you** provide information for another insured, it is as if they provided it to **us**.

#### What **You** do not Need to Tell us

**You** do not need to tell **us** about any matter that:

- diminishes **our** risk;
- is of common knowledge;
- **we** know or should know as an insurer; or



- **we tell you we** do not need to know.

If **you** fail to comply with **your** duty of disclosure or have made a misrepresentation to **us**, **we** may be entitled to reduce **our** liability under the **Policy** in respect of a claim and / or **we** may cancel the **Policy**. If **you** have told **us** something which is fraudulent, **we** also have the option of avoiding the **Policy** (i.e. treating it as if it never existed).

## Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

## Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

## Privacy

Both AOBIS and Assetinsure are committed to safeguarding and protecting the privacy of personal information. **We** are bound by the provisions of the Privacy Act 1988 which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

## Purpose of Collection

We are collecting the personal information requested to determine whether and on what terms we might issue **you** an insurance **Policy** or to manage a claim in relation to an insurance **Policy** **you** have with **us**. If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

**We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or

impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

## Disclosure

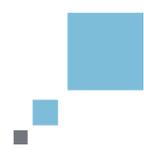
In issuing and/or managing **your** **Policy** or claim **we** may need to disclose **your** personal information to, another insurer, **our** reinsurers, an insurance broker, **our** legal providers, **our** accountants, loss investigators or adjusters, anyone acting as **your** agent or regulatory bodies. **We** will only do so if it is reasonably necessary for, or directly related to the issuing or managing **your** insurance **Policy** or claim.

In disclosing **your** personal information to one of these parties it may be necessary to disclose **your** information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If **we** disclose the information overseas **you** should be aware that the overseas entity is not bound by the Privacy Act 1988 and so **you** would not be able to seek redress against them under the Privacy Act 1988. There may be no similar privacy law to the Privacy Act 1988 in the overseas party's country and **you** may also not be able to seek redress under the laws in the party's country. Assetinsure has sought written agreement from its overseas business partners that they will handle personal information in accordance with Assetinsure's Privacy policy.

## Access and Complaint

Assetinsure's Privacy policy is available on Assetinsure's website [www.assetinsure.com.au](http://www.assetinsure.com.au). It sets out details of how **you** can access (and if necessary correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy please contact; The Privacy Officer, by post at Assetinsure Pty Ltd, Level 21, 45 Clarence Street, Sydney NSW 2000, by email at [privacy@assetinsure.com.au](mailto:privacy@assetinsure.com.au) or phone (02) 8274 2898.



## Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy.

### Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** please tell AOBIS who provided **your** initial service. AOBIS will try their best to resolve **your** complaint as soon as possible, usually within 24 hours.

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: [underwriter@aobis.com.au](mailto:underwriter@aobis.com.au)

### Internal Dispute Resolution Facility

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and **we** will refer the matter to the Internal Dispute Resolution Facility (IDR) of Assetinsure.

They undertake to acknowledge **your** complaint and respond with a decision within 15 business days.

### What if You are not Satisfied with Our Final Decision

In the event the dispute remains unresolved following the IDR Process **you** may discuss the matter further with the Australian Financial Complaints Authority (AFCA)

The scheme is subject to eligibility and will only review complaints or disputes if they have gone through **our** internal complaints and disputes resolution process.

If an issue has not been resolved to **your** satisfaction, **you** can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

### Australian Financial Complaints Authority (AFCA)

**You** can contact AFCA:

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

- In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## Our Agreement with You

This **Policy** is a legal contract between **you** and **us**. **You**, or any other person insured under this **Policy**, must comply with all provisions of this **Policy**, otherwise there may be no claim payable under this **Policy**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Application** for this insurance, and carried out at the site described in the **Policy**.

## Applying for Insurance

When **you** apply for this insurance, **you** will need to complete an **Application**. **You** need to provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the following basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty of disclosure either verbally or in writing.

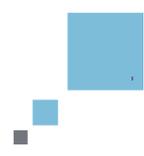
## Your Policy

**Your Policy** consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

## Premium

In order to calculate your premium we take various factors into consideration, including

- the value of the **Work**
- the type of **Work**
- the location of the property
- the **Period of Insurance**
- **your** previous insurance and claims history



**Your** premium also includes amounts payable in respect of compulsory government charges including: Stamp Duty, any Fire Services Levy (where applicable and GST).

AOBIS will also charge **you** a Policy fee to cover underwriting costs and administrative expenses associated with **your Policy**.

When **you** apply for this cover **you** will be advised of the total amount payable.

## Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

**You** must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.

When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the **Policy**.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If **you** make a claim and **we** are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because **you** have not provided **your** ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this **Policy** (even though **you** have not received the withheld amount).

## Updating Information

If **you** need to confirm any **Policy** transaction or clarify any of the information contained in this document or if **you** have any queries, please contact AOBIS:

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: [underwriter@aobis.com.au](mailto:underwriter@aobis.com.au)

## Agents Remuneration

**We** may pay remuneration to intermediaries when **we** issue, renew or alter a policy the intermediary has arranged through or referred to **us**. The type and amount of remuneration may vary and may include commissions and other payments. Please contact AOBIS if **you** require any further information about remuneration **we** may pay **your** intermediary.

## Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

**Act of terrorism** means an act that, having regard to the nature of the act, and the context in which the act was done, it is reasonable to characterize as an act of terrorism.

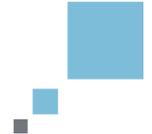
**Certificate of Insurance** means the most recent certificate issued by **us**.

**Disappearance** includes a reference to the fact that, after due search and inquiry the **Owner-Builder** cannot be found.

**Dwelling** means the dwelling(s) as described in the **Insurance Application**.

**Insolvency** (and its corresponding forms) means

- (a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the Corporations Act 2001 (Cwlth)), or
- (b) in relation to a corporation that the corporation is an externally administered body corporate (within the meaning of the Corporations Act 2001 (Cwlth)).



**Insurance Application** means the application form completed by the **Owner-Builder** applying for this insurance.

**Owner-Builder** means the owner-builder described in the **Insurance Application** holding a **Permit** for the **Work**, but does not include owner builders who are registered builders.

**Period of Insurance** means the period of cover specified in clause 2.

**Permit** means the owner builder permit.

**Policy** means this policy wording, any endorsements and the **Certificate of Insurance**.

**Practical Completion** means, when the **Work** is completed except for any omissions or defects that do not prevent the **Work** from being reasonably capable of being used for its intended purpose or the earliest of whichever of the following dates can be established for the **Work**:

- (a) the date of issue of an occupation certificate or
- (b) the date that is 18 months after the issue of the **Owner-Builder** permit for the **Work**.

**Structural Defect** means any defect in a building that is attributable to defective or faulty workmanship or defective materials (or any combination of these) and that can affect the structural integrity of the building and:

- (a) results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;
- (b) prevents, or is likely to prevent, the continued practical use of the building or any part of the building;
- (c) results in, or is likely to result in:
  - (i) the destruction of the building or any part of the building; or
  - (ii) physical damage to the building or any part of the building; or
- (d) results in, or is likely to result in, a threat of imminent collapse that may reasonably be considered to cause destruction of the building

or physical damage to the building or any part of the building.

For the purposes of this definition of **Structural Defect**, 'structural element of a building' means:

- (a) any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including things such as foundations, floors, walls, roofs, columns and beams; and
- (b) any component (including weatherproofing) that forms part of the external walls or roof of the building.

**Structural Element** in relation to a building means a component or part of an assembly that provides necessary supporting structure to the whole or any part of the building.

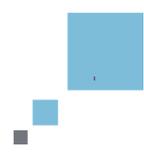
**You/your/yours** means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

**Warranty** means any of the following warranties, where **You** are entitled to the benefit of these warranties as if the **Owner-Builder** were required to hold a contractor licence and had done the **Work** under a contract with **You** to do the **Work**:

- (a) that the **Work** performed is in a proper and workmanlike manner and is in accordance with the plans and specifications set out in the contract;
- (b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;



- (c) that the **work** done is in accordance with, and complies with your states building regulations.
- (d) that, if the **Work** consists of the construction of a **Dwelling**, the making of alterations or additions to a **Dwelling** or the repairing or renovation of a **Dwelling**, the **Work** will result, to the extent of the **Work** conducted, in a **Dwelling** that is reasonably fit for occupation as a **Dwelling**; and
- (e) that the **Work** and any materials used in doing the **Work** will be reasonably fit for the specified purpose or result.

**We/us/our** means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

**Work** means the **Owner-Builder** work which has been carried out by the **Owner-Builder** of the **Dwelling**.

## Our Cover

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if **you** suffer a loss or damage in respect of the **Work** arising from a breach of this **Warranty** in respect of which **you** cannot recover compensation from the **Owner- Builder** or have the **Owner-Builder** rectify due to the **Insolvency**, death or **Disappearance** of the **Owner-Builder**.

- a) The **Policy** will also cover the cost of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to above to a limit of 20 days;
- b) Any reasonable legal or other necessary costs incurred by **you** in seeking to recover compensation from the **Owner-Builder** for the loss or damage or in taking action to rectify the loss or damage.
- c) The policy will also cover you for any acts and omissions of all persons contracted by the **Owner-Builder** to perform the work resulting in the loss or damage referred to in paragraph (a) or (b).

## Certificate of Insurance

Even though the **Owner-Builder** or another person who applies for this insurance may be

required to pay the premium when lodging an **Application**, we may refuse to accept the **Application**. The **Work** is not covered until we have provided to the **Owner-Builder** or that other person a **Certificate of Insurance** evidencing insurance for the **Work**.

## Period of Cover

This **Policy** provides cover in relation to loss or damage arising from **Structural Defects** occurring during a period of 5 years after the completion of the **work**.

**Work** is to be taken to be complete on the date of practical completion.

## We will Pay

At our discretion, we will either make good the loss or damage by engaging or paying a builder to repair or rectify the loss or damage, or pay to **you** the amount of that loss or damage.

We will pay up to, but not more than \$100,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**.

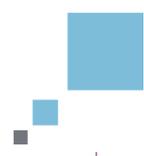
All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

## We will not Pay

You must pay the first \$500 of each claim.

## Exclusions

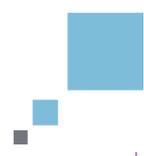
- a) We will not pay if **your** claim relates to loss or damage arising out of anything other than **Structural Defects**; or
- b) a claim in relation to a defect in, or the repair of damage to, a **Structural Element** in the non-residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it; or
- c) damage caused by the normal drying out of the work or materials if the **Owner-Builder** has taken all reasonable precautions in allowing for



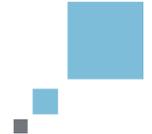
- the normal drying out when carrying out the **Work**; or
- d) damage due to or made worse by **your** failure to take reasonable and timely action to minimise the damage; or
  - e) a claim in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or
  - f) a claim in relation to damage to **Work** or materials that is made outside the reasonable lifetime of that **Work** or materials or the manufacturer's warranty period for the materials; or
  - g) a claim in relation to a defect due to a faulty design; or
  - h) a claim in relation to any defect that is referred to in any report on the **Work** required by us to be obtained before the **Policy** was issued (not older than 6 months from date of **Insurance Application**); or
  - i) an interest in the **Work** that is not **your** interest and we are not liable under the **Policy** to any person other than a current or subsequent owner; or
  - j) any claim by the **Owner-Builder** or any relative to the **Owner-Builder** or any person who had a financial interest in the property at the time of construction; or
  - k) all defects, incomplete works & second hand building products emanating and consequential to a defect identified in the defect inspection report by an approved inspector with relevant Professional Indemnity insurance; or
  - l) defects relating to landscaping, paving, retaining structures, driveways or fencing except where the following might apply:-
    - (i) Are integral to the construction of the building;
    - (ii) Require the issue of a Building Permit;
    - (iii) Could adversely affect Health and Safety or
    - (iv) Adversely affect the structural adequacy of the Building.
- m) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.
  - n) **We** will not pay for loss or damage incurred as a result of:
    - i. War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
    - ii. An **Act of Terrorism**
    - iii. A nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
    - iv. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
    - v. Risks normally insured under a policy for public liability or contract works;
    - vi. Asbestos, or any materials containing asbestos in whatever form or quantity;
    - vii. An act of God or nature;
    - viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
    - ix. Consequential loss, not otherwise covered by the **Order**;
    - x. Malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.

## Claims Procedure

1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as **you** become aware of them to ensure that **you** comply with the requirements set out in paragraph 2 and 3 below.



2. **You** may only make a claim in respect of a loss during the **Period of Insurance**.
  3. If the **Insolvency**, death or **Disappearance** of the **Owner- Builder** occurs after the expiry of the **Period of Insurance** (or occurs during the last 6 month of the **Period of Insurance**) **you** may make a claim after the **Period of Insurance** in regards to a loss which becomes apparent during the **Period of Insurance** provided that:
    - (i) **you** notify **us** of the loss during the **Period of Insurance** (or, if the loss becomes apparent within the last six months of the **Period of Insurance**, within six months after the loss became apparent), with the notification setting out such information as may be reasonably necessary to put **us** on notice as to the nature and circumstances of the loss;
    - (ii) any notification which **you** give under clause 3(i) must be in writing and in the appropriate form; and
    - (iii) since the loss became apparent, **you** have diligently pursued the enforcement of the warranty concerned in respect of the loss.
  4. If you notify us of a **Structural Defect** (the initial defect), we will consider you to have given us notice of every other **Structural Defect** to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.
  5. **We** may refuse to accept a claim if it is made later than 6 month after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner- Builder**.
  6. If **you** give **us** written notice within 6 month after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the Insurance Contracts Act 1984 to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
  7. **You** must use **our** claim form to make a claim.
  8. Upon making a claim under this **Policy**, **you** must:
    - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;
    - b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
    - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**.; and
    - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
  9. **You** must not make any admissions, offer, promise or payment in connection with any claim.
- ## Conditions
- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
    - i. the **Owner-Builder** breached any duty of the utmost good faith;
    - ii. the **Owner-Builder** failed to comply with any duty of disclosure;
    - iii. the **Owner-Builder** made representations to **us**;
    - iv. the **Owner-Builder** failed to comply with a provision or requirement of the **Policy**;
    - v. the **Owner-Builder** prejudiced **our** interests by act or omission of any description; or
    - vi. the premium or any instalment of the premium has not been paid.



- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- e) The insurer has full rights under the **Policy** to administer the claim without limiting **your** obligations under **Claims Procedures** 1-3 above. If **you** suffer loss or damage arising from a breach of any **warranty** in respect of the **Work** **you** must act to enforce the **warranty** and if **you** fail to take sufficient action **we** may reduce **our** liability by an amount that fairly represents the extent to which **our** interests have been prejudiced.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise **we** may not have to pay **your** claim(s).

## Other Matters

### How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** at the address specified in the **Certificate of Insurance** or as notified by **you** from time to time.
- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been

received by **you** on the third day following the day of posting.

- d) All communications sent by facsimile to **you** or **your** appointed agent will be deemed to have been received by **you** on the date of transmission.

### Jurisdiction

This **Policy** is governed by the law of New South Wales. The law of New South Wales includes Commonwealth legislation such as the Insurance Contracts Act 1984. Any rights to refuse to pay a claim are subject to section 54 of that Act.