

Business Liability

Product Disclosure Statement

Issue Date: 1st July 2014



User guide

This Product Disclosure Statement (PDS) has been designed so that you can go directly to the information you want to read:

- **Tabs (far right)**
Click on each tab to take you specific sections of this PDS.
- **Contents (opposite)**
Click on the sub-headings to go to a specific page.
- **Product guide (overleaf)**
Click on the sub-headings to go to a specific page.
- **Return to contents (bottom)**
Click on 'click here to go to contents page' to return to the contents page.
- **Previous (bottom left) and Next (bottom right)**
Click on either of these to move to the next page or to go back to the previous page.
- **Page thumbnails (top left)**
Click on the thumbnails icon. Next, scroll through the thumbnail images and click on the an image to go to a specific page.

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Product guide

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This Product Guide does not replace or vary our Product Disclosure Statement (PDS). Please read the entire PDS for details of features and limitations.

Product disclosure statement

This Product Disclosure Statement (PDS) has been designed to help you make an informed decision about our insurance product. It explains the product's features, benefits, conditions and exclusions, to help you to compare it to similar insurance products.

If you buy a policy from us, the cover you choose will be shown on your policy schedule.

Your contract with us is made up of the PDS together with your most recent policy schedule and your application for insurance or renewal. Please read all the information in this PDS and your policy schedule carefully and contact us if you have any questions.

For details about the fees we charge and how we are paid please read our Financial Services Guide on our website at www.youi.com.au.

Our promise of cover

If you pay your premium by the agreed date and fulfil the conditions of your contract, we will provide you with cover for the contract period as shown on your most recent policy schedule, in accordance with the terms and conditions of this PDS.

Cooling off period

You may cancel your policy at any time during the first 20 calendar days from the date you bought your policy, and we will refund your payment in full, provided a claim has not been made under your policy.

Cancelling your policy

You may cancel your policy at any time after the cooling off period and we will refund to you the unused pro-rata portion of your premium, unless you have made a claim for a total loss.

We may cancel your policy by giving you three business days written notice if you do not meet your responsibilities or as permitted by law. If we cancel your policy we will refund to you the unused pro-rata portion of your premium, unless you made a claim for a total loss.

A cancellation fee stated in our Financial Services Guide will apply to all cancellations except those during the cooling off period where there has been no claim.

Premium

We decide how much premium to charge you based on commercial considerations and other reasons that we consider important, including but not limited to:

- the value of any extra benefits included in your policy;
- your choice of payment method;
- your claims history;
- administration costs, taxes and government charges.

Goods and services tax

All insured amounts shown in your policy are in Australian Dollars and include Goods and Services Tax (GST). When you claim under your policy with us, all amounts we pay will be inclusive of GST, up to the maximum claim amount shown in your policy. If you are registered for GST purposes, we will reduce any claimed amounts paid to you by the appropriate input tax credit percentage that you have told us you are entitled to claim from the Australian Taxation Office.

Your duty of disclosure

- If you do not answer our questions honestly and completely, we may reduce or refuse your claim and/or cancel your policy as permitted by law.
- If the information you provide or withhold from us is fraudulent in any way, we may avoid your policy from its start date, as though it never existed.
- You must tell us everything you know, or could be reasonably expected to know, that is relevant to the cover you have chosen, including information about the property you want to insure, yourself and all the people you want to cover under your policy.
- We need correct, truthful and complete information from you to decide whether or not to insure you, how much premium to charge you for our products and whether we need to apply any special conditions to your policy.
- We will ask you a number of questions before we offer, extend, vary or reinstate any cover. This includes when you make use of our website to extend, vary or reinstate cover. You must answer all our questions correctly, truthfully and completely. We will not ask you to tell us anything that the law allows you to keep private.
- You must immediately tell us about any changes to the information you gave us when you took out or last changed your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.
- Before your policy expires we will send you a renewal invitation or an expiry notice. If you receive a renewal invitation from us you must check all the details and tell us immediately about any changes to the information you gave us when you took out your policy or that have occurred during the term of your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk. Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal.

You do not have to tell us of any matter which:

- reduces our risk of providing you the cover requested;
- is common knowledge;
- we know already or should know in the ordinary course of our business; or
- we have waived your duty of disclosure for.

Authorised persons or agents

Any person or agent you authorise to act on your behalf in relation to your policy is bound by your duty of disclosure. When answering any of our questions, the authorised person or agent is deemed to have the appropriate authority and knowledge to do so.

Your responsibilities

Your responsibilities are important requirements that you must fulfil in order to be covered under your policy. If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

You must:

- **Factually provide information about other people covered on your policy.**

Where you provide information about other people while getting a quote, buying or amending a policy, you must ensure that the information is factually correct.

- **Check your policy immediately.**

Read and check your policy schedule carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by calling **13 YOU!**

- **Make your first premium payment.**

You must ensure your first premium payment is paid by the agreed date in order to be covered.

- **Make your subsequent instalment premium payments.**

You must ensure that your instalment payments are made by the agreed dates in order to be covered. If any instalment payment remains unpaid for a period of 14 calendar days or more, we may refuse to pay your claim. If any instalment payment remains unpaid for a period of one calendar month or more, we may cancel your policy as permitted by law.

- **Provide proof of ownership.**

In the event of a claim, you must provide adequate proof of value and ownership of any insured property for which you claim.

- **Maintain a valid email address.**

You must provide us with a valid email address that you have regular access to and notify us of any change to the email address during the course of the policy period.

- **Notify us of all incidents within 30 calendar days.**

You must notify us of any incident involving the insured property within 30 calendar days of becoming aware of the incident. The details that must be provided to us include:

- the location, date and time of the incident; and
- the particulars (name, address, phone number and registration number) of any third party that was involved in the incident, and
- a description of the circumstances surrounding the incident.

This requirement applies whether you intend to claim or not. Failure to do so may prejudice you in lodging a claim or may prejudice us in defending a claim against you from a third party.

Renewing your policy

Before your policy expires we will send you a renewal invitation or an expiry notice.

If you receive a renewal invitation from us from us you must check all the details recorded and tell us immediately about any changes to the information you have provided us when you took out your policy and any changes that have occurred during the term of your policy, including but not limited to changes to your business, the address where your business is registered, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.

We will review your sum/s insured as part of your renewal invitation and the updated amount/s will be noted on your policy schedule.

Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal. If you do not tell us, we may refuse or reduce your claim and/or cancel your policy as permitted by law.

To make changes to any of your details, please call us on **13 YOUI** before the renewal date shown on your renewal invitation.

We will automatically renew your policy and continue to debit your premium from the payment account you gave us, unless you contact us and advise us not to renew your policy.

If you receive an expiry notice from us we will advise you of the time and day your cover will expire.

Fraudulent or dishonest claims

To keep our premiums competitive, we have a responsibility to all our customers to ensure that fraudulent or dishonest claims are not paid. We would never want to have to do this, however if you or any person acting on your behalf submits to us a claim or any information or documentation relating to a claim, which is in any way fraudulent or dishonest, we may refuse to pay the entire claim and cancel your policy as permitted by law.

If we refuse your claim for fraud or dishonesty, you agree to reimburse us for all costs we have incurred in connection with your claim, including investigatory and legal costs.

Code of practice

As a member of the Insurance Council of Australia, we are signatories to the General Insurance Code of Practice introduced by the Insurance Council of Australia with support from the Federal Government and consumer groups.

Should you require more information or a copy of the Code go to www.codeofpractice.com.au, contact the Financial Ombudsman Service on 1300 780 808 or contact us.

As part of the Code and our commitment to you, if you are not completely happy with this product or our service please tell us about it. Details of how we handle your complaint are in the Financial Services Guide on www.youi.com.au. This also contains information regarding the Financial Claims Scheme and Compensation Arrangements.

What do these words mean?

Accident / accidental / accidentally means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

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

Business items means any items that are used in the course of your business, either at or away from the premises.

These include but are not limited to;

- mobile phones;
- photographic equipment;
- portable audio and video equipment,
- portable computer equipment;
- tools of trade.

Business liability limit of indemnity means the amount specified in the policy schedule as the Business Liability limit of indemnity and represents our maximum liability under the Business Liability cover.

Certificate of test The certificate required under section 15 of the Electrical Safety Regulation 2002 (Qld).

Contract period means the period from the start or renewal date of your policy to its expiry date.

Employee means all people employed by the business and includes any shareholder, director, partner, executive, officer, worker, or apprentice. This includes any person employed by you or deemed to be employed by you in accordance with any Workers' Compensation Law.

Excess means the first amount you must pay in relation to each and every claim made under your policy.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);

- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Incident means an unforeseen, unintended, and/or unexpected event, which occurs suddenly and at a specific time and place, and for which you expect to claim under your policy. The event may cause personal injury and/or property damage neither expected nor intended from your standpoint (other than assault and battery committed for the purpose of preventing or eliminating danger to persons or property). All personal injury and/or property damage will be considered to arise out of one incident if they are caused by or:

- arise out of continuous or repeated exposure to substantially the same general conditions; or
- are the result of or attributable to one source or same originating cause.

Legal and defence costs means:

- reasonable costs, charges or expenses (other than your or your workers' wages, salaries or fees), incurred by us or with our written consent in investigating, defending and/or settling claims;
- reasonable costs, charges and expenses of legal representation, incurred by us or with our written consent, at any coroner's inquest, inquiry, prosecution or hearing which you are legally compelled to attend;
- reasonable expenses incurred by you for first aid to others at the time of personal injury (other than medical expenses prohibited by law); and
- reasonable costs incurred by you for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an incident.

Personal injury means:

- bodily injury, death, disease, illness, disability, shock, mental anguish or mental injury;
- the effects of false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
- the effects of wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- the effects of a publication or utterance of defamatory or disparaging material; and
- the effects of assault and battery not committed by you or at your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

Product defect means a defect in any appliance, material, substance, or other object that was supplied or used by you in connection with private plumbing work.

Property damage means physical damage to, physical loss or physical destruction of tangible property and any resultant loss of use of the property.

Stock in trade means goods used in your business for trading or customers' goods for which you are responsible; these include merchandise, items for service or repair, materials used in manufacture, packaging, pallets and containers.

Sub-contractor means any person engaged under a contract of service or supplied to you in accordance with a contract of labour hire.

Tools of trade means the equipment, instruments and tools you use in your trade or profession, that either belong to you or you are responsible for. Tools of trade excludes trailers and any motorised vehicles.

Tools may include, but are not limited to:

- computers;
- drills, saws and other power tools;
- scientific equipment such as surveying equipment;
- still and motion photographic equipment.

Underground services means any underground pipes, ductwork, mains, wires, cables, conduits and their supports.

Vehicle means any type of machine on wheels or on self-laid or caterpillar tracks made or intended to be propelled by any means other than manual or animal power and any trailer or other attachment, but only whilst attached to such machine, made or intended to be drawn by any such machine.

Watercraft means any vessel, craft or object designed to float on or in or travel through water for the purpose of carrying persons or property.

We / our / us means Youi Pty Ltd.

You / your / yours means the policyholder/s, employee/s and any persons acting for the policyholder or business.

Your business means the Insured Business description specified in the policy schedule and includes:

- the ownership of premises by you and/or the tenancy of premises to conduct the Insured Business description specified in the policy schedule;
- the provision and management of canteens, social, sports and welfare organisations for the benefit of your workers; or
- the provision by or on behalf of you of first aid or medical services to your workers at your premises;
- the maintenance and/or repair of any buildings owned or leased by you where the total cost of such work does not exceed \$100,000 during the period of insurance, unless we agree in writing to amend this sum for any specific contract or project prior to such work commencing; or
- the erection of or the alteration to any buildings owned or leased by you where the total cost of such work does not exceed \$100,000 during the period of insurance, unless we agree in writing to amend this sum for any specific contract or project prior to such work commencing.

Your internet operations means:

- transfer of computer data or programs by use of electronic mail systems by you or your workers (including part-time and temporary staff), contractors and others within your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse;

- access through your network to the world wide web or a public internet site by you or your workers (including part-time and temporary staff), contractors and others within your organisation;
- access to your intranet (meaning internal information and computing resources of your organisation) which is made available through the world wide web for your customers or others outside your organisation; and
- the operation and maintenance of your website.

Your products means any thing (after it has ceased to be in your possession or control) which has been designed, specified, formulated, manufactured, grown, extracted, altered, produced, processed, assembled, constructed, erected, installed, treated, serviced, repaired, sold, supplied, resupplied, imported, exported, parceled, packaged, bottled, labeled or distributed by or on behalf of you including any packaging or container of the thing including:

- directions, markings, labels, instructions, warnings or advice given or omitted to be given in connection with the thing; and
- any thing in respect of which you are taken or deemed to be the manufacturer by operation of a law of Australia.

Cover

1. Business Liability

What is covered?

We will pay:

- compensation (including legal and defence costs) for which you are legally liable to pay in respect of personal injury and/or property damage for an incident which first occurs during the contract period within Australia in connection with your business and/or your products.

The most we will pay for each claim or series of claims within the contract period, or the aggregate limit of liability, is limited to the Business Liability amount noted on your policy schedule. The most we will pay for legal and defence costs is 50% of the Business Liability amount and is payable in addition to the Business Liability amount.

If the claimed amount for Business Liability exceeds the maximum amount you can claim, we will pay a proportionate amount for legal and defence costs. We will calculate the amount we settle as a proportion of the amount claimed, and settle the legal and defence costs in the same proportion;

- for loss or damage to property of your customers for which you have care, custody and control, up to \$25,000 (including legal and defence costs).

Joint insureds

Where there is more than one person involved in the business, we treat each one as a separate legal entity and will deal with any claim as though a separate policy had been issued to each person separately. Our aggregate limit of liability for any claim is limited to the Business Liability amount noted on your policy schedule.

What is not covered?

We will not pay for any:

- loss or damage to property owned by you; or leased or rented to you;
- fines, penalties or liquidated damages;

- aggravated, punitive or exemplary damages and/or any additional damages resulting from the multiplication of compensatory damages;
- damage to your products that is attributable to any defect in or the harmful nature or unsuitability of your products.

We will not pay for any liability:

1. arising from any actions brought or instituted against you or any judgment obtained against you (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in the United States of America, or Canada, their Territories, Protectorates, or Dependencies;
2. assumed by you under any contract or agreement except liability that would have attached to you in the absence of such assumption;
3. in respect of which you would have been entitled to recover damages or seek contribution from some other party but for your agreement to release or waive recovery rights against that party;
4. in respect of or in connection with personal injury to any person caused by or arising out of the contraction of AIDS or AIDS related diseases or the transmission of any communicable disease by you or any of your workers or agents;
5. in respect of which indemnity is available to you, either in part or in whole, elsewhere than in this policy;
6. in respect of Personal Injury to any person:
 - to whom benefits are payable by you under any workers or workmen's compensation legislation;
 - engaged under a contract of service or apprenticeship with you; or
 - arising from a liability imposed by any industrial award, agreement, or determination;

but we will pay for:

- Personal Injury claims for any person, while engaged under a contract of service or apprenticeship with you, who is not a "Worker" as defined in the Work Health Act 986 (NT) or the Workcover Queensland Act 996 (Qld); and

- common law claims for Personal Injury to any person who is deemed to be employed by you under section 75 of the Workers' Compensation and Rehabilitation Act 98(WA) or deemed a "Worker" pursuant to any other section of the Act, other than those persons who are engaged under a contract of service or apprenticeship with you;
7. caused by, arising out of, in respect of or in connection with any pollution, except pollution caused by a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place;
 8. in respect of property damage caused by, arising out of or in connection with any vibration, removal and/or weakening of or interference with support to land, building or any other property or structure;
 9. in respect of the cost of performing, completing, correcting or improving any work undertaken by you;
 10. in respect of personal injury or property damage:
 - which is covered under any other insurance policy; or
 - if you or anyone acting on your behalf are required by law to have insurance for compensation (such as compulsory third party motor vehicle insurance or workers compensation);
 11. arising from an act, error or omission regarding your advertising, including but not limited to:
 - the failure of performance of contract;
 - unauthorised appropriation of advertising ideas contrary to an implied contract;
 - any incorrect description of products or services;
 - any mistake in advertised price of products or services; or
 - failure of your products or services to conform with advertised performance, quality, fitness or durability;
 12. in respect of the export of products to or business visits by your directors executives and employees to North America;

13. in respect of your business's involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

We will not pay for any loss, damage or legal liability arising out of, or in connection with, or caused directly or indirectly by:

1. libel, defamation or slander committed by you or at your direction, where you should reasonably have known it was false;
2. you in relation to the employment or prospective employment of any person that gives rise to a claim for wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation, harassment or discrimination; any dishonest, fraudulent, criminal or malicious conduct; any wilful breach of statute; or any conduct intended to cause personal injury or property damage or any conduct engaged in or undertaken with reckless disregard for personal injury or property damage;
3. the rendering of or failure to render professional advice or service by you or on your behalf;
4. any breach of duty owed in a professional capacity;
5. any asbestos or any material containing asbestos;
6. any heat- or spark-producing operations, such as welding or flame cutting, unless conducted in strict compliance with Australian Standard AS 1674.1-1997 (Safety in welding and allied processes, Part 1: Fire precautions) issued by Standards Australia, or with any replaced or amended version thereof;
7. your internet operations. This exclusion does not apply to any liability:
 - in connection with your products;
 - arising out of any material which is already in print in support of your products, such as product use and safety instructions or warnings, and which is also reproduced on your website; or
 - that would have attached to you regardless of or despite the involvement of your internet operations;
8. the recall, withdrawal, removal, reinstallation, modification, inspection, repair, replacement, disposal or loss of use of your products or of any property of which your products form a part;

9. damage to any underground services, unless you can establish that the following precautions were taken:
- obtain written details or plans of the position of any underground services prior to commencing any digging or excavation;
 - use the detail or plan, taking reasonable care, to locate the position of any underground services;
 - take reasonable care when working around or near any underground services to avoid contact or impact with the underground services. Reasonable care includes, where possible, following relevant State guidelines on safe work practice in that State;
10. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste; nuclear weapons material; or radioactive materials;
11. any sexual and/or child molestation, assault or interference.

Extra cover

The Extra Cover listed below is automatically included in your policy and, where applicable, the most we will pay for each claim is noted.

1. Consumer Protection

This Extra Cover only applies to electrical work undertaken for or on behalf of a consumer in Queensland, under Electrical Safety Regulation 2002, at a single domestic dwelling including a house, villa, townhouse, terrace, home unit or other similar domestic dwelling by you during the contract period.

What is covered?

- Your legal liability to pay compensation (including liability for consequential financial loss) arising from any defect or non-completion of work for which a certificate of test is required.
- Your trade practices liability (including liability for consequential financial loss) arising from work for which a certificate of test is required.
- Your legal liability to pay compensation for consequential financial loss arising from:
 - a certificate of test issued by you;
 - incorrect advice, design or installation by you.

We will pay up to:

- \$50,000 in total for any one claim or series of claims related to a domestic electrical work for which a certificate of test is required; or
- \$50,000 for each domestic installation if the certificate of test is performed as a part of domestic electrical work and related to more than one domestic dwelling;
- \$50,000 in total during any one contract period for trade practices liability; and
- \$50,000 in total for any one claim or series of claims related to incorrect advice or design.

The most we will pay in any one contract period for claims under this cover is \$5,000,000.

What is not covered?

- Wear and tear or depreciation of your work.
- Failure by the consumer to reasonably maintain your work.
- Consequential financial loss resulting from or in any way connected with electrical work other than domestic electrical work.
- Work performed in any of the following premises:
 - any residence not intended for permanent habitation;
 - a rooming or boarding house;
 - a motel, residential hotel, residential club or residential part of a licensed premises;
 - a nursing home, hospital or accommodation associated with a hospital; or

the common areas under the control of a body corporate of a residential villa, townhouse, duplex, triplex, quadraplex or home units of any kind whatsoever.
- Any claims first notified to us after the expiration of seven years from:
 - The date of issue of a certificate of test; or
 - If you did not issue a certificate of test in relation to the work that is insured, seven years after you stopped carrying out that work.

Special Conditions Relating to this Cover:

- **Misrepresentation, fraud or non-disclosure:** We will not refuse to pay any person to whom you are liable in respect of liability covered for defects or trade practices liability on the grounds that your cover was obtained from us by misrepresentation, fraud or involved non-disclosure by you or anyone acting on your behalf.

- **Non-payment of premium:** In relation to domestic electrical work only if we issue a certificate stating that you are covered for the insurance set out in this cover, we will not refuse to pay a claim on the ground that you have not paid the premium.
- **Recovery from you:** If we pay a claim under this cover we may recover the amount we paid from you if:
 - cover was obtained from us by misrepresentation, fraud or non-disclosure;
 - there was a non-payment of premium;
 - the claim arose from:
 - non-completion other than by reason of your death;
 - non-completion of domestic electrical work or a defect in the domestic electrical work as a result of fraudulent or dishonest behaviour by you; or
 - a defect, other than a defect arising from the use of materials (other than materials supplied by the consumer or on behalf of the consumer) in the domestic electrical work that are not new unless the domestic electrical services contract expressly permits the use of materials that are not new.
- **Deemed notice of defect:** If a person gives notice of a defect in writing to you or to us, that person is to be taken for the purposes of this cover 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 this cover directly in some cases:** Any person who is entitled to claim against you in respect of any liability for which you are indemnified in relation to defects or Trade Practices Liability may claim under this cover directly against us for their own benefit if:
 - you refuse or decline to make a claim under this policy; or
 - there is an irretrievable breakdown of communication between you and us.

For the purposes of such enforcement the person has the same rights and entitlements as you would have under any legislation. We will pay the person claiming despite any failure by you to account for any applicable excess but the excess is a debt that we can recover from you.

- **Notification of settled claims:** We and you agree that we will notify the electrical licensing board in writing of the settling or payment of any claim made under this cover as required by the electrical licensing board.
- **Claims co-operation:** You must, at our request, inspect, rectify or complete any electrical work relating to a claim unless the consumer or any person acting on their behalf refuses you access to the site. We may then reduce the amount of any claim under this policy by an amount that reasonably represents the cost resulting from the refusal.
- **Cancelling your insurance:** We may only cancel a policy in accordance with the law. If we cancel or refuse to continue cover under this option, we agree that cancellation of this cover:
 - will only take effect 30 days after we give notice to you and the Electrical Safety Board of the proposed cancellation; and
 - has no effect on any of our obligations under this cover in relation to electrical work carried out while the cover was in force.
- **Compliance with legal orders:** We will comply with any order to pay compensation made against you by a court or any other competent judicial body in respect of liability for which you are indemnified under this cover.
- **Conflict with requirements:** If the combined terms of this cover and Business Liability conflict or are inconsistent with the insurance requirements under Section 43 of the Electricity Safety Regulation (QLD) 2002, then this cover together with Business Liability insures you in accordance with those requirements.
- **Legislation amendment:** A reference to a specific Act, Regulation, Ministerial Order or legislation in this cover also means any amendment, revision or replacement of that specific Act, Regulation, Ministerial Order or legislation.

2. Warranty

This cover only applies to plumbing work undertaken for or on behalf of a consumer in Victoria, under Licensed Plumbers General Insurance Order 2002, by you or someone acting on your behalf during the contract period.

What is covered?

- The cost of rectifying any plumbing work that is required because of a defect in that work.
- Your legal liability to pay compensation arising from any plumbing work performed by you during the contract period that contravenes Sections 18, 29, 34, 60 or 61 of Schedule 2 of the Competition and Consumer Act 2010 (Cth) or Section 9, 11 or 12 of the Fair Trading Act 1999 (Vic).
- Your legal liability to pay compensation:
 - for consequential financial loss reasonably incurred by any building owner as a result of any defect in or non-completion of, domestic plumbing work performed during the contract period.
 - arising from non-completion of domestic plumbing work performed during the contract period.
 - for non-completion of plumbing work during the contract period when that plumbing work is included within a contract in which the non-domestic plumbing work component does not exceed 20% of the total value of that contract.
- We will pay up to:
 - \$50,000 for any one claim or series of claims related to domestic plumbing work for which a compliance certificate is required, (or if a compliance certificate relates to more than one home, an amount not exceeding \$50,000 for each home);
 - \$100,000 for any one claim or series of claims in relation to a compliance certificate for non-domestic plumbing work; and
 - the reasonable cost of rectifying plumbing work under the Trade Practices Liability cover.

The most we will pay under this cover in any one contract period is \$5,000,000.

Domestic plumbing work refers to plumbing work performed in relation to any structure which is used for residential purposes. It includes any:

- home, building or structure on land on which a home is intended to be situated;
- part of commercial or industrial premises that is used for residential purposes;
- houseboat (other than a houseboat that is more than 8 metres in length).

The following structures are excluded:

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

What is not covered?

- Wear and tear or depreciation of your work.
- Failure of the building owner to reasonably maintain your work.
- Consequential financial loss resulting from or in any way connected with non-domestic plumbing work.
- Claims for liquidated damages for delay, or damages for delay, that arise under contract. This exclusion does not apply to any increase in rectification costs caused by the delay.
- The whole or a specified part of any payment made under a contract when:

- that contract has not been fulfilled as a result of non-completion; and
- that payment is in excess of the value of the work completed at the time of that payment.
- Damage to property which is owned, rented or leased by you.
- Damage to plumbing work for which a compliance certificate is not required.
- Actual or deemed occupation of or ownership of any real property by you.
- Any claims caused by or arising out of:
 - any infringement of copyright, trademark, registered design or patent;
 - plagiarism;
 - breach of confidentiality; or
 - unauthorised use of any intellectual property of others.
- Circumstances which result in claims made against anyone insured under this policy by or on behalf of:
 - Anyone else insured under this policy;
 - The spouse or child of any anyone insured under this policy; or
 - A company, trust or entity which is operated controlled, managed or owned by you.
- Any loss caused by or arising out of the insolvency, bankruptcy, or liquidation of any third party.
- For any breach of the Competition and Consumer Act 2010 (Commonwealth) or similar legislation of any state or territory of Australia or conditions implied by that legislation other than as provided by under “What is covered”.
- Any loss or damage giving rise to any claim under 9 (a) of the Ministerial Order resulting from a product defect.

- We will not accept any claims first notified to us
 - after the expiration of six years from the date of issue of a compliance certificate in relation to that plumbing work; or
 - if you did not issue a compliance certificate in relation to the work that is insured, six years after you stopped carrying out that work.

Special Conditions Relating to this Cover:

1. **Compliance with legal orders:** We will comply with any order made against you to pay compensation by a court, the Victorian Civil and Administrative Appeals Tribunal or any other competent judicial body, in respect of liability for which you are indemnified under this cover including any excess which you may have to pay to us.
2. **Deemed acceptance of claims:** In relation to domestic plumbing work only, if we do not notify you otherwise within 90 days of us receiving written notification of a claim being made against you that we accept or dispute the claim, we will be deemed to have agreed to indemnify you for the claim. This is subject to any extension of time that we get in writing from you or the Victorian Civil and Administrative Appeals Tribunal.
3. **Misrepresentation, fraud or non-disclosure:** We will not refuse to pay a claim under this cover in relation to domestic plumbing work on the ground that this insurance was obtained by misrepresentation, fraud or non-disclosure by you or anyone acting on your behalf. However if we have to pay a claim to or for the benefit of any building owner, we may bring a claim for recovery directly against you or anyone acting on your behalf.
4. **Non payment of premium:** In relation to domestic plumbing work only if we issue a certificate stating that you are covered for the insurance set out in this cover, we will not refuse to pay a claim on the ground that you have not paid the premium. However if we have to pay a claim to or for the benefit of any building owner, we are entitled to recover that payment from you.
5. **Deemed notice of defect:** If a person gives notice of a defect in writing to you or to us, that person is to be taken for the purposes of this cover 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.

6. **Claimant may enforce this cover directly in some cases:** A person who is entitled to claim against you in respect of any liability for which you are indemnified under this cover may enforce this cover directly against us for their own benefit if:
 - you refuse or decline to make a claim under this policy; or
 - there is an irretrievable breakdown of communication between you and us; or
 - the claim relates consequential financial loss reasonably incurred by any building owner as a result of any defect in, or non-completion of, domestic plumbing work.

For the purposes of this condition, that person has the same rights and entitlements as you would have under any legislation applicable to you and we will pay to that person the full amount of any liability for which you are indemnified under this cover despite any failure by you pay the excess.

7. **Section 54 of the Insurance Contracts Act 1984 (Cth) to apply:** We acknowledge that Section 54 of the Insurance Contracts Act 1984 (Cth) applies to this policy. Notwithstanding this, we will not rely on Section 54 to reduce our liability under this cover or to reduce any amount that is otherwise payable in respect of any claim by reason only of a delay in a claim being notified to us, when:
 - the person who makes the claim against you notified you of the claim either orally or in writing; or
 - the person who makes the claim against you notified us in writing, within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of some fact or circumstances that might give rise to the claim.
8. **Cancellation:** We may only cancel this cover in accordance with the law. If we cancel, we agree that cancellation of this cover will only take effect 30 days after we give notice to you and the Plumbing Industry Commission of Victoria of the proposed cancellation.
9. **Notification of settled claims:** We will notify the Plumbing Industry Commission of Victoria in writing of the settling or payment of any claim under this cover.

- 10. Claims co-operation:** You must at our request, inspect, rectify or complete any plumbing work relating to a claim unless the building owner or any person acting on their behalf refuses you access to the site. We may then reduce the amount of the claim by an amount that reasonably represents the cost resulting from the refusal.
- 11. Conflict with ministerial order:** If the terms of this cover conflict, or are inconsistent with, the Ministerial Order known as the Licensed Plumbers General Insurance Order 2002 made under the Building Act 1993 (Vic), then you are insured in accordance with the terms of the Ministerial Order.
- 12. Legislation amendment:** A reference to a specific Act, Regulation, Ministerial Order or legislation in this cover also means any amendment, revision or replacement of that specific Act, Regulation, Ministerial Order or legislation.

Optional cover

If you select any of the options below, the details will be noted on your schedule and you will be charged an additional premium.

1. Money

What is covered?

Loss of or damage to your business's money anywhere in Australia. The money may be in transit, at your home or office, or in the home or office of a person authorised by you.

The most we will pay for each claim is noted on your policy schedule.

What is not covered?

Money stolen from any vehicle or watercraft, unless the money was in a locked boot or lockable compartment which is permanently secured to the vehicle or watercraft, and there are visible signs of forced entry to the boot or the compartment where the money was stored.

Shortages of money resulting from clerical or accounting errors or loss due to errors in receiving or paying out.

Loss of money caused by any act of fraud or dishonesty by you or an employee.

2. Business Items

What is covered?

Loss or damage up to the amount shown on your policy schedule caused to your Business Items whilst:

- they are anywhere in Australia or New Zealand; or
- in any other country, provided that your total stay overseas does not exceed 45 consecutive calendar days.

Each item is covered for its replacement cost of up to \$1,000. Any individual item that exceeds \$1,000 in value must be specified and will be noted on your policy schedule. The most we will pay for each claim is noted on your policy schedule.

What is not covered?

Items stolen from any vehicle or watercraft, unless they were in a locked boot or lockable compartment which is permanently secured to the vehicle or watercraft and there are visible signs of forced entry to the boot or the compartment where the items were stored.

3. Stock in Trade**What is covered?**

Your stock at the business premises noted on your policy schedule or in transit to from the business premises. We cover loss or damage to your stock caused by:

- accident;
- fire;
- theft or attempted theft; or
- deterioration (of refrigerated stock).

Your stock is covered for the amounts shown on your policy schedule. These amounts are automatically adjusted by 35% for any 120 days in the contract period for seasonal increases, such as public holidays, Easter and Christmas.

What is not covered?

Loss or damage to stock caused directly or indirectly by:

- it being unusable for trading or manufacturing because it is beyond its expiry date;
- any act of fraud or dishonesty by you or an employee;
- clerical or accounting errors, or any unexplained inventory shortage or disappearance;
- shortages in the supply or delivery of materials;
- birds, insects, vermin;
- rainwater run-off and flood, other than when your stock is in a motor vehicle;

- failure of, error or omission in design, plan, specification, or testing;
- faulty materials or faulty workmanship; or
- any Government, public or local authority order or action, including the confiscation or requisition;

The causes noted above also apply to refrigerated stock, in addition to loss or damage to refrigerated stock caused directly or indirectly by:

- it being incorrectly stored or packaged;
- shrinkage, inherent defects, diseases;
- the refrigeration system or compartment failing to hold the stock at the required temperature unless it is a direct result of disruption to the power supply; or
- the refrigeration system or compartment being accidentally or deliberately switched off.

Refrigerated goods which are alive or of a bacterial nature.

Deterioration of stock which is not required to be refrigerated.

Any tobacco or alcohol products.

Money and other negotiables.

Exclusions

General exclusions

General exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

We will not pay for any loss, damage or legal liability arising out of, or in connection with, or caused directly or indirectly by:

1. any incident which occurred before the start date of your policy;
2. any dishonest, fraudulent, criminal or malicious conduct; any wilful breach of statute; or any conduct intended to cause personal injury or property damage or any conduct engaged in or undertaken with reckless disregard for personal injury or property damage;
3. the ownership, possession, operation, control or use by you of any vehicle which is registered or required by law to be registered;
4. the ownership, possession, maintenance, repair, servicing, operation, control or use of any of the following which are operated by you or on your behalf:
 - aircraft or hovercraft;
 - airports or airstrips;
 - dams, reservoirs or weirs;
 - railways or tramways; or
 - amusement parks, carnivals, circuses;
5. the operation of docks (including dry docks), public wharves and ferry terminals including stevedoring;
6. operation of or structural work on any watercraft exceeding 8m in length or with a carrying capacity of more than 10 passengers;
7. any demolition work;
8. toxic waste disposal or land fill activities;
9. any of your products that are used in any aircraft;
10. any act deemed by the Australian Federal Government to be an act of terrorism; or
11. war, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not).

What if you need to claim?

When you claim, it can only relate to one incident and you cannot include multiple incidents in one claim, If there is more than one incident, a separate claim will need to be submitted and the relevant excess/es will apply to each and every claim.

We would never want to reduce or refuse your claim and/or cancel your policy as permitted by law however we may do so if you do not fulfil the following responsibilities:

1. take all reasonable precautions to prevent or reduce liability and loss or damage to any insured property, even after an insured event;
2. allow us to view any damaged goods or property that you are claiming for. You must not repair, sell or dispose of any property prior to advising us of the damage and allowing us the opportunity to assess the damage. This includes providing us the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the insured property;
3. make a report to the police within 24 hours of the incident and obtain an incident number from them if:
 - any property was lost or subject to theft, attempted theft, malicious or intentional damage;
 - you were involved in an incident for which the law requires you to do so;
4. not leave the scene of an accident until you are lawfully allowed to do so. This includes, but is not limited to any accident causing personal injury or where damage has been caused to either public or private property;
5. not admit liability or blame, make any admission, offer or compromise or payment; nor incur any defence costs for any damages caused by any incident;
6. immediately send us copies of any demand or claim you may receive arising out of any incident;
7. advise us if any person involved in an incident is charged by the police arising out of that incident;
8. notify us if you have any other policy of insurance, warranty or guarantee which provides you with cover or indemnity for a claim you have made under your policy;
9. assist us in taking any necessary legal action on your behalf, including providing statements to legal representatives and appearance at trial or any other court proceedings;
10. give us your full co-operation and comply with all our reasonable requests in relation to your claim, including but not limited to;
 - supplying all information completely, truthfully and honestly about:
 - the incident giving rise to the claim; and
 - you or anyone else covered under your policy;
 - allowing us access to inspect your operations;
 - allowing us to examine and audit your books and records;
 - providing assistance needed to recover our costs from other parties;
 - within a reasonable timeframe of our request, providing any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us such as solicitors; and
 - attending court to give evidence;
11. at our discretion, deliver to us any damaged or destroyed goods or items for which we have paid your claim. These salvage items become our legal property;
12. pay for some of the costs, up to an amount we decide, if we repair the insured property and where the repair results in the insured property being in a better condition than it was before the loss;
13. tell us each and every time when you submit a claim under your policy if you are registered for GST at the Australian Taxation Office and the percentage of input tax credit that you are entitled to claim.

14. complete all repairs or replacements to the insured property within a reasonable period after we accept your claim. All repairs or replacements must be fully completed within six months from the date of acceptance.

If you claim under your policy, we have the choice to settle your claim in many ways.

1. We can settle a liability claim by paying the agreed settlement amount including legal and defence costs.
2. We can settle the Money claim by paying you.
3. We can settle the Business Items and Stock in Trade claims by:
 - paying for the reasonable cost of repair; or
 - paying you an amount equal to the reasonable cost of repairs; or
 - replacement; or
 - any combination of the above.
4. At our option, pay in full any sum owed to a financier or legal owner of the insured property from any settlement
5. Commence or defend legal action in your name and recover our costs from a third party.

Excess

For each and every claim you make under your policy, you are required to pay an excess. Your excess may be the combined total of the basic excess amount and additional excesses.

If you have more than one Youi policy, you will only pay one excess if you claim from more than one policy for the same event. The incident for which you claim must arise out of a single event which occurs at the same place and time. The single excess payable is the highest excess amount noted on the relevant policies.

Basic excess

The basic excess is the amount you must pay in relation to each and every claim made under your policy. We may offer you the option of selecting the amount of your basic excess. The basic excess will be shown on your policy schedule.

Where your claim arises from an incident that is completely the fault of a third party that you can identify, we can locate and whose liability can be established, we may waive payment of the basic excess.

Additional excess

We may require an additional excess to be paid in certain circumstances under your policy. The exact situations where this would apply and the amount of the special excess will be shown on your policy schedule.

In the event of a claim being made under circumstances as detailed on your policy schedule, this excess would apply in addition to any other excesses that would normally apply to the claim. This excess may still apply even though the basic excess has been waived.



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