

# CONTRACT WORKS POLICY

## Product Disclosure Statement

Good people to know.



# How the Contract Works policy works

Date of preparation: 3 March 2009

## About the insurer and WFI

The insurer for this Contract Works policy is Wesfarmers General Insurance Limited (ABN 24 000 036 279) ("WGIL") whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

WGIL is an Australian Financial Services Licensee (AFSL No. 241461) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

WFI is a trading name of WGIL.

WFI can be contacted on 1300 934 934 or via email at [info@wfi.com.au](mailto:info@wfi.com.au)

## Understanding the significant features and benefits

This Product Disclosure Statement contains Our Contract Works policy. It provides details of the insurance cover You can take out with Us. To properly understand the significant features and benefits of the policy, You need to:

- read the
  - Important information (page 3)
  - General conditions (page 7)
  - General exclusions (page 8)
  - General definitions (page 9)which apply to the policy
- read the policy wording - it tells You what the policy covers, what the policy does not cover, any additional benefits We provide, special conditions We apply and what We pay for a claim. There is an index at the front of the policy for easy reference.

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# Important information

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this document in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to words used in this document). This does not apply to headings. All of the other words in this document have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

## Applying for insurance cover

To apply for insurance cover, You must complete Our Proposal. When You do so, You must comply with Your duty of disclosure which We tell You about on this page. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on page 6.

When We receive Your completed Proposal, We will consider the information You provide and inform You whether We are able to offer You insurance cover and the total premium You need to pay for Your policy if We do (see 'The cost of Your insurance' on this page).

Details regarding the cover and the Period of Insurance during which the policy will operate are recorded in the certificate of insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. We suggest You keep the certificate of insurance and all policy documents in a safe place.

## The agreement between You and Us

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

If a provision shown on the certificate of insurance is inconsistent with a provision contained in this policy then, to the extent of the

inconsistency, the provision shown on the certificate of insurance prevails.

## The cost of Your insurance

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

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

- the type of property you want to insure, where the property to be insured is located and its security, size and construction;
- the extent of the cover You require, any additional benefits you choose and other Persons to be insured under the policy; and
- Your relevant claims and insurance experience and that of any other Persons to be insured under this policy.

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

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

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

We tell You when You apply for insurance how and when the premium (i.e. total amount payable) needs to be paid. It is a term of Your policy that You pay the premium to Us by the time required by Us.

## Excess (Your contribution)

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

Sometimes We introduce or increase an excess on renewal of a policy. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

We show the new excess on the certificate of insurance that We issue to You confirming cover.

## Your duty of disclosure

### What You must tell Us before We issue a policy to You for the first time

Before considering whether to issue a policy to You, We need Your answers to the questions set out in Our Proposal. When answering the questions in Our Proposal, You must be honest and You have a duty under law to tell Us everything known to You and which a reasonable person in the circumstances would include in answer to the questions.

We will use the answers in deciding whether to insure You and anyone else to be insured under the policy and if so, on what terms.

### What You must tell Us before We renew, vary, extend, replace or reinstate Your policy

In these situations, We do not typically ask You to complete a Proposal.

When You ask Us to renew, vary, extend, replace or reinstate Your policy, You must tell Us before We do so about every matter known to You, which You know or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and if so, on what terms. At the very least, if something has changed since the policy was first issued and You would now answer any of the questions set out in the original Proposal differently, then You must tell Us about the change.

### What You do not need to tell Us

When applying for a policy for the first time or for Your policy to be renewed, varied, extended, replaced

or reinstated, You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know, or in the ordinary course of Our business as an insurer, ought to know
- We tell You in writing We do not need to know.

### Who needs to tell Us

Everyone who is shown on the certificate of insurance as an insured must comply with the duty of disclosure. If You provide information on behalf of another insured, it is as if they provided that information to Us.

### What happens if an insured does not comply with the duty of disclosure

If an insured does not comply with the duty, We may reduce or refuse to pay a claim, or cancel the policy. If fraud is involved, We may treat the policy as if it never came into existence and accordingly pay nothing for any claim You may otherwise have had on the policy.

*If You are not sure whether or not to tell Us something, it is best to tell Us.*

## Utmost good faith

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

## Jurisdiction

This policy is governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## GST on claims

The sums insured, limits of indemnity and other limits in Your policy are inclusive of any GST that may be payable. This means You must take GST into account when determining the appropriate amounts You want to insure for.

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, repair or reinstate inclusive of GST. However, We will not replace, reinstate or repair an item where the cost to do so will exceed the amount of the relevant sum insured, limit of

indemnity or other limit in Your policy for the item.

If We settle Your claim by making a payment to You, We will reduce the amount of Our payment by the amount of any input tax credits to which You would be entitled if You made an acquisition to repair or replace the item which is the subject of the claim. However, the actual amount We pay You will not exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If You register or are registered for GST You are required to tell Us Your entitlement to an input tax credit on Your premium.

If You do not disclose or if You understate Your entitlement, You may be liable for GST on settlement of the claim. The policy does not cover You for this GST liability or for any fine, penalty or charge for which You may be liable.

## Dishonest claims

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

## Keep up to date records of insured property

To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date.

## Changing the terms of a policy

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

## Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You can exercise a cooling-off right by notifying Us in writing within 14 days of receiving the certificate of insurance that You want to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will fully refund the premium You paid to Us.

## When You can cancel

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

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

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You.

We do not refund premium if the certificate of insurance specifically says there is no refund of premium.

## When We can cancel

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

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

## Code of Practice

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

## Our Complaints Handling Procedures

To access Our Complaints Handling Procedures, simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim. If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, We will treat it as a dispute and will enter it into Our 'Internal Dispute Resolution' process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of Wesfarmers General Insurance Limited with the

appropriate experience, knowledge and authority to deal with it.

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

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

Financial Ombudsman Service

Telephone: 1300 78 08 08

Post: GPO Box 3, Melbourne,  
Victoria 3001

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

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

If Your complaint is to do with a privacy issue, You may refer it to the Federal Privacy Commissioner.

## Privacy

We are committed to meeting Our privacy obligations to You under the Commonwealth Privacy Act 1988. We collect Your personal and other information to carry out Our various business functions or activities, including deciding whether to provide You with insurance cover and when We do, managing Our rights and obligations under that cover. We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. However, You can opt out of receiving such communications.

We only disclose information to someone outside Wesfarmers General Insurance Limited where:

- necessary for the above purposes (e.g. to a risk or claims assessor or investigator, lawyer, reinsurer, agent, sales associate, market research organisation or business alliance partner)
- a lawful exception applies (e.g. to lessen or prevent a serious and imminent threat to a person's life, health or safety)

- You consent to Us doing so.

If You do not provide this information, We may not be able to provide You with the services You require.

Where You give Us personal information about another person, You must be authorised to provide that information and agree to inform them of the information contained within this privacy notice.

You can seek access to Your personal information and require Us to correct it if it is inaccurate, incomplete or out of date. For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au).

## General advice warning

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

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the Commonwealth Corporations Act 2001 and any other documents We tell You are included, make up Our PDS. Information in 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 acquire the cover, We will provide You with a new PDS or a supplementary PDS.

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

## Contacting Us

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

# General conditions

applying to both sections of this policy

## What You must do when You have a policy

### You must:

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

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

### You must:

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

### You must not without Our prior consent:

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

## What can affect Your entitlements

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

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

## What We may do

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

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

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

# General exclusions

applying to both sections of this policy

## What is not insured by both sections of this policy

Sections 1 and 2 of this policy do not insure You for the following types of loss. Please read the policy as it does not insure other losses as well.

### You are not insured against:

#### 1 Asbestos

- any Personal Injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of or in connection with asbestos.

#### 2 Contamination

- any Personal Injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of or in connection with asbestos.

#### 3 Contract termination or work stoppage

- any Personal Injury, Loss, Damage, cost or liability if the event which gives rise to the Personal Injury, Loss, Damage, cost or liability occurs:
  - after the Principal terminates the Contract; or
  - after 3 or more consecutive months following a stoppage of work for any reason other than that described in the dash above.

#### 4 Cyber, E-Commerce

- any Personal Injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - the total or partial destruction, distortion, erasure, corruption, alteration,

misuse, misinterpretation, misappropriation or other use of Computer Equipment; or

- an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
- the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

#### 5 Deliberate acts

- any deliberately or wilfully caused Personal Injury, Loss, Damage or cost by:
  - You
  - Your agent or representative
  - anyone acting with Your express or implied consent
  - anyone entitled to benefit under this policy.

#### 6 Doing, redoing, completing, correcting or improving

- the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on your behalf did not do correctly or did not do but should have done in the first place.

#### 7 Incorrect siting

- any Personal injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of the incorrect siting of the Contract Works.

#### 8 Punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages awarded against You or any fines or civil penalties imposed on You.

#### 9 Radioactivity

- any Personal Injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of or in connection with radioactivity, nuclear fuel, material or waste, or nuclear fission.

#### 10 Terrorism

- any loss of or damage to property or any costs or liability directly or indirectly caused by or arising out of or in connection with an:
  - Act of Terrorism; or
  - action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism; or
- a cost or expense incurred in connection with taking action to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism.

If an event happens in Australia and that event is determined by the Minister responsible for the Commonwealth Terrorism Insurance Act 2003 to be a “*declared terrorist incident*” under that Act, We will not apply this terrorism exclusion to this policy to the extent that it is rendered ineffective by the Act.

#### 11 War

- any Personal Injury, Loss, Damage, cost or liability directly or indirectly caused by or arising out of or in connection with war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, or confiscation, nationalisation or requisition of property by a government or statutory authority.

# General definitions

applying to words We use in this document

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Computer Equipment** means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment.

**Construction Period** means the period:

- commencing on the later of the “construction from” date shown on the certificate of insurance and the date on which You commence performance of the Contract at the Contract Site; and
- terminating on:
  - the “construction to” date shown on the certificate of insurance; or
  - completion of construction, assembly or erection work; or
  - the date on which those parts of the insured Contract Works are taken over or put into service or occupied by the Principal or some other person,

whichever occurs first.

**Contract** means the contract shown on the certificate of insurance.

**Contract Site** means the location shown on the certificate of insurance.

**Contract Works** means property and material forming part of the works, temporary works or construction the subject of the Contract which:

- You own or for which You are legally liable; or
- is required by You for the performance of the Contract.

**Contract Works** does not include any:

- property or materials supplied by the Principal for incorporation in the contract works, unless a sum insured for ‘materials’ is shown on the certificate of insurance
- tools, equipment, scaffolding, hoarding or temporary buildings, unless a sum insured for ‘tools/ equip/scaffold’ is shown on the certificate of insurance
- machinery or construction plant, unless a sum insured for “machinery spec/items” is shown on the certificate of insurance
- buildings existing immediately before the commencement of the Construction Period, unless a sum insured for ‘existing buildings’ is shown on the certificate of insurance
- computer records, documents, manuscripts, business books, files, drawings, accounts or bills
- money, stamps, credit or cash cards or negotiable instruments
- boats or jet skis
- aircraft or aerial devices.

**Damage** means physical damage to property.

**Flood** means the escape or release of water from the normal confines of any pond, lake, reservoir, canal, dam or uncovered watercourse.

**Loss** means physical loss of property

**Maintenance Period** means the ‘maintenance for’ period shown on the certificate of insurance and

- commences on the date on which the Construction Period terminates
  - terminates on the:
    - ‘maintenance to’ date shown on the certificate of insurance; or
    - date on which the ‘maintenance for’ period shown on the certificate of insurance has elapsed following termination of the Construction Period,
- whichever occurs first.

**Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which:

- You did not intend or expect; and
- a reasonable person in Your position and with Your knowledge and experience would not have expected.

**Person** means a natural person, firm, company, partnership or incorporated association.

**Personal Injury** means bodily injury (including death and illness), disability, shock, mental anguish, mental injury or loss of consortium

**Principal** means the party to the Contract that engaged you to perform the Contract Works.

**Professional Duty** means:

- the duty owed in a professional capacity by a Medical Practitioner, veterinary surgeon, lawyer, accountant, engineer, insurance broker, finance broker, financial advisor, real estate agent or architect; and
- any other duty owed in a professional capacity noted on the certificate of insurance as a 'Professional duty'.

**Proposal** means the documents in which We ask questions relating to Your application to Us for insurance cover under this policy.

**Storm Surge** means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone - typically at least 30km across and 2-5 metres above the average sea level

**Transit** means being transported in or on a vehicle and includes loading and unloading of the vehicle

**We, Us, and Our** means Wesfarmers General Insurance Limited.

**You, Your and Yourself** means the Person or entity shown on the certificate of insurance as the insured. If 2 or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in this policy. Each of the insured is responsible for the completeness and accuracy of information in any Proposal forms, documents, statements or claims supplied by any one of them. Each one is also obliged to comply with the terms of this policy.

**Your Family** means Your:

- spouse or de facto; and
- unmarried children; and
- parents and the parents of Your spouse or de facto who live with You permanently; and
- student children boarding at school, college or university.

# Contract Works policy

*The General conditions on page 7 and the General exclusions on page 8 apply to this policy.*

*The General definitions on pages 9 and 10 apply to words used in this policy.*

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## The types of insurance cover We offer

This policy insures You for the:

- Contract Works
- Contract Works and for Your legal liability to pay compensation for Personal Injury or Loss or Damage, but only if 'Contract Works Legal Liability' is shown on the certificate of insurance.

## Section 1: the insurance for the Contract Works

This policy insures You against accidental loss of or accidental damage to or theft of the Contract Works:

- occurring at the Contract Site during the Construction Period or Maintenance Period; and
- arising out of and in the course of Your performance of the Contract.

## What is not insured for the Contract Works

This policy does not insure You against:

- loss of or damage to the Contract Works directly caused by:
  - Flood
  - sea or tidal wave (even if caused by an earthquake)
  - Storm Surge or tsunami
  - earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion, heaving
  - the testing or operating of any machinery, equipment or plant that is part of the Contract Works
  - the action of moths, vermin, insects or pets
  - the action of light or atmospheric conditions
  - smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants
  - any fault in design, formula, specification, plan or pattern
  - a demolition ordered by a government or statutory authority

- wear, tear, rust, corrosion or gradual deterioration caused by lack of use or atmospheric conditions
- mechanical, electrical, electronic or hydraulic failure or breakdown or malfunction
- mildew or mould or wet or dry rot or damage to the Contract Works directly or indirectly caused by or arising out of mildew or mould or wet or dry rot
- Loss first discovered during or as a consequence of stocktaking or taking inventory
- Loss that is unexplained
- loss of or damage to the Contract Works directly or indirectly caused by or arising out of germs, disease, virus, bacteria or other contagion.

## What We do if there is loss of or damage to the Contract Works

If the Contract Works is damaged or destroyed, We replace, reinstate or repair the part of the Contract Works that is damaged or destroyed as far as possible to the condition it was in immediately before it was damaged or destroyed, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If We choose to pay You to replace or reinstate, We deduct an amount for the salvage value of the property replaced or reinstated.

We pay no more than We would have paid if the part of the Contract Works had been destroyed.

If the Contract Works is lost or stolen, We pay the cost, at the time it was lost or stolen, to replace the part of the Contract Works that is lost or stolen with a part of similar make, model and condition. We do not pay for any:

- international freight or express delivery charge
- penalty rate of wages, unless the cost is incurred with Our prior consent.

We pay up to the sum insured shown on the certificate of insurance for the particular part of the Contract Works for all claims arising out of the one event.

*When You are deciding on sums insured for the Contract Works You may wish to take into account:*

- *the estimated value of the Contract Works at completion of construction consisting of the contract price inclusive of all materials, wages, freight, customs, duties and dues; and*
- *all materials or parts supplied by the Principal; and*
- *an amount allowing for escalation.*

## Additional benefits for Contract Works

### Architects', surveyors' and engineers' fees

If We have paid or agreed to pay a claim under this policy for damage to the Contract Works, We pay up to the sum insured shown on the certificate of insurance for 'Architects fees' towards costs You reasonably incur for architects', surveyors' and engineers' fees as a consequence of the damage.

This benefit does not insure fees incurred for the preparation of a claim under this policy.

### Demolition and clearing of debris

If We have paid or agreed to pay a claim under this policy for damage to the Contract Works, We pay up to the sum insured shown on the certificate of insurance for "Demolishing ROD", towards the costs You reasonably incur for demolition and clearing of debris as a consequence of the damage.

### Employees' tools, equipment and personal effects

We pay up to \$2,500 to repair or replace Your employee's tools, equipment and personal effects accidentally damaged if the damage:

- occurs at the Contract Site during the Construction Period or Maintenance Period; and
- arises out of and in the course of Your performance of the Contract.

We pay up to \$10,000 for all accidental damage to employee's tools, equipment and personal effects occurring during the Construction Period or Maintenance Period.

## Section 2: the insurance for legal liability

If 'Contract Works Legal Liability' is shown on the certificate of insurance, this policy insures You against legal liability to pay compensation for:

- Personal Injury
- Loss or Damage

caused by an Occurrence that:

- happens at the Contract Site during the Construction Period or Maintenance Period; and
- arises out of and in the course of Your performance of the Contract.

## What is not insured for legal liability

This policy does not insure You against a liability:

### 1 Agreements

- for Personal Injury, Loss or Damage pursuant to:
  - an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made, unless the claim is:
    - \* by a lessor for Damage pursuant to the terms of a lease of premises leased and occupied by You and specifically required for Your performance of the Contract
    - \* for Principal's indemnity as described under the Additional benefit 'Principal's indemnity' on page 14
  - an agreement in which You expressly give up a legal right which You would have had if the agreement had not been made.

### 2 Aircraft and landing areas

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of the:
  - use of an aircraft or aerial device
  - Your ownership, occupation or control of any property, building or structure used as a landing area on which aircraft land, take off, are housed, maintained or operated, but only if the claim arises out of such use.

### 3 Boilers and pressure vessels

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of the explosion of a boiler or other vessel under pressure.

### 4 Compulsory insurance

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

### 5 Construction

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of vibration, tunnelling, underpinning or by the removal or weakening of or interference with the support of land, property, buildings or structures

### 6 Defamation

- for defamation.

### 7 Disease

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

### 8 Fault, deficiency, error and omission

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of:
  - the faulty design, formula, specification, plan or pattern of a product sold, supplied, erected or installed by You
  - an error or omission in the direction or advice given by You or anyone for whom You are liable concerning the Contract Works
  - a fault in any part of the Contract Works which You or Your employees or agents knew or ought to have known about at the time the Contract Works ceased to be in Your physical or legal possession, custody or control or the physical or legal possession, custody or control of anyone for whom You are liable.

### 9 Lack of performance

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

### 10 Partnerships

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

### 11 Pollution

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless the actual discharge, dispersal, release or escape is the consequence of a sudden cause which:
  - takes place at a clearly identifiable point in time during the Construction Period or Maintenance Period; and
  - is not reasonably expected or intended by You

- for a cost incurred to prevent, remove, nullify or clean up an actual, alleged or threatened discharge, dispersal, release or escape as described above unless the cost is the direct consequence of a sudden cause which:
  - takes place at a clearly identifiable point in time during the Construction Period or Maintenance Period; and
  - is not reasonably expected or intended by You; and
  - results in Personal Injury, Loss or Damage.

### 12 Professional duty

- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of a breach of a Professional Duty owed by You or anyone for whom You are liable.

### 13 Transit

- for loss of or damage to property in Transit whilst in Your physical or legal possession, custody or control.

#### 14 Territorial limits

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office or by an agent or servant
  - in Australia based upon or to enforce a claim described in the first or second dash.

#### 15 Underground services

- for damage to an underground service or underground property unless when the damage occurred, the person who caused the damage:
  - could readily see the underground service or underground property or
  - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

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

#### 16 Vehicles

- for loss of or damage to a vehicle in Your physical or legal possession, custody or control
- for Personal Injury, Loss or Damage directly or indirectly caused by or arising out of the use of a vehicle,

except as described under Additional benefit 'Vehicles' on this page.

#### 17 You, Your Family, employees and workers

- for loss of or damage to property belonging to, or being rented, hired, leased or hire purchased by:
  - You unless it is to:
    - \* premises leased and occupied by You and specifically required for performance of the Contract

\* a vehicle

- a member of Your Family or a person who lives with You or Your Family permanently
- Your employee if the loss or damage occurs in the course of their employment with You
- for Personal Injury to:
  - You or any member of Your Family or any person who lives with You or Your Family permanently
  - a person employed by You under a contract of service if the Personal Injury arises out of or in the course of the contract of service
  - a person working with You under a government scheme.

### What We pay

#### Limit any one Occurrence

We pay up to the 'Limit of Liability' shown on the certificate of insurance for any one Occurrence or series of Occurrences that arise directly or indirectly from one source or original cause unless the Occurrence causes loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to \$250,000.

#### Aggregate limit for fire, Flood or explosion liability

We pay up to the 'Limit of Liability' shown on the certificate of insurance for all Occurrences that:

- are directly or indirectly caused by or arise out of fire, Flood or explosion; and
- happen during the Construction Period or Maintenance Period.

#### Aggregate limit for pollution liability

We pay up to the 'Limit of Liability' shown on the certificate of insurance for all Occurrences that happen during the Construction Period or Maintenance Period and give rise to a liability to pay:

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

#### Other policies

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

### Additional benefits for legal liability

#### Cross liability

If there is more than one insured, this policy shall apply to each party comprising the insured (other than partners in a partnership) in the same manner and to the same extent as if that party were the only party named as the insured, provided that the total amount payable under the policy shall not exceed the 'Limit of Liability' shown on the certificate of insurance.

#### Legal costs

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

This benefit is in addition to the 'Limit of Liability' shown on the certificate of insurance.

#### Principal's indemnity

This policy extends to indemnify the Principal against the legal liability of the Principal directly caused by work You perform in connection with the Contract but only to the extent that this insurance is required by the Contract.

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

#### Vehicles

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

- loss of or damage to a vehicle in Your physical or legal possession, custody or control directly caused by an Occurrence, but only if You have rented or hired the vehicle for the specific purpose of the Contract
- Damage directly caused by an Occurrence and directly or indirectly caused by or arising out of the use of a vehicle which You have rented or hired for the specific purpose of the Contract

- Personal Injury directly caused by an Occurrence and directly or indirectly caused by or arising out of the use of a vehicle which You have rented or hired for the specific purpose of the Contract, but not if You are:
  - required by law to be insured against that liability under another policy of insurance
  - entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

We only pay a claim for this benefit if the Occurrence which gives rise to Your legal liability:

- occurs during the Construction Period or Maintenance Period; and
- occurs within a 50 kilometre radius of the Contract Site; and
- arises out of and in the course of Your performance of the Contract.

We do not pay a claim for this benefit if the vehicle is:

- being driven or is being towed by a vehicle driven by or is being operated by or in the charge of a person:
  - who does not have a driver's licence when required by law to have one
  - who is under the influence of alcohol or a drug
  - who has more than the legal limit of alcohol or a drug in their blood; or
  - who refuses to undergo a legal test for alcohol or drugs

*If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on the exclusion in the last three dashes of this bullet point if You can satisfy Us that You did not know and could not reasonably have been aware, that the driver, the person operating or the person in charge was affected by alcohol or a drug.*

- not registered when the law requires it to be registered
- unsafe or unroadworthy
- carrying, lifting or towing a heavier load or carrying more passengers than it is designed for or is permitted by law.

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

## Special conditions

### Adjustment premium

If the premium for this policy is calculated in whole or in part on estimates You furnish You must:

- keep accurate records containing all particulars that relate to those estimates; and
- allow Us to inspect those records; and
- within thirty days after expiry of the Period of Insurance:
  - furnish to Us such particulars and information as We may require to adjust the original estimates and applicable premium; and
  - pay any additional premium We require.

If adjustment to the original estimates results in a reduction in premium, then subject to Our receipt and retention of the minimum premium charge, We will refund to You the amount of that reduction.

### Discharge of liabilities

In relation to section 2 cover, We may pay You the amount of the 'Limit of Liability' shown on the certificate of insurance (after We deduct any sum sums We have already paid) or any lesser sum for which the claim can be settled, in respect of a claim. If we make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

### Underinsurance

If, at the time of loss of or damage to the items shown on the certificate of insurance, the respective sum insured of each item is less than 90% of the value of the item, then the amount We pay in respect of that item will be reduced by such proportion as the sum insured bears to 90% of the amount required for the item to be insured for its value.

Every part within these items will be separately subject to this Special condition.

### Example of underinsurance:

*Sum insured for machinery \$30,000.*

*Value at the time of insured*

*Loss or Damage \$60,000.*

*Amount of Damage \$20,000.*

*90% of \$60,000 = \$54,000*

*\$30,000 of \$54,000 equals 55.55%*

*and is the percentage applied to the amount of Damage.*

*Payment is limited to \$11,110.*

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## Contact Us

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WFI is a trading name of Wesfarmers  
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