

TRADES INSURANCE KIT

Product Disclosure Statement



Good people to know.



How the Trades Insurance Kit works

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About the insurer and WFI

The insurer for this Trades Insurance Kit 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.

This Trades Insurance Kit consists of 6 different policies You can choose from, covering different risks. This gives You the flexibility to arrange Your insurance to meet Your particular needs. It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. This Trades Insurance Kit does not offer insurance for Your liability for workers' compensation. Nor does it include insurance cover for a range of other risks You might want to insure against.

Understanding the significant features and benefits

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

- read the:
 - Important information (page 4)
 - General conditions (page 8)
 - General exclusions (page 9)
 - General definitions (page 11)which apply to all policies
- read the policy/s you have selected. It tells You:
 - what the policy insures
 - what the policy does not insure
 - what We pay for a claim
 - any additional benefits We provide
 - any optional benefits We offer
 - any special conditions We apply
 - any special meanings We apply to words used in that particular policy.

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

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Our words

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

Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria. When You do so, You must comply with Your duty of disclosure which We tell You about on page 5. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on page 7.

Where We have agreed to issue You with this insurance, Your agreement with Us is called the policy and is made up of:

- this document;
- the record of Your application for cover;
- the certificate of insurance We issue to You which confirms issue of the policy and which sets out details of Your cover, such as the Period of Insurance, Persons insured, amounts of cover, limits of indemnity, any excesses that apply and any special terms that change the standard cover.

You need to read these documents carefully to ensure that You are happy with the cover provided and check that the details in the record of Your application for cover and the certificate of insurance are correct.

The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a certificate of insurance and only for the Period of Insurance shown on the certificate of insurance.

If a provision shown on the certificate of insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the certificate of insurance prevails.

The cost of Your insurance

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

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

- information about Your Business activities
- the type(s) and amount(s) of cover You require and excess levels; and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or limits of indemnity or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, lower limits of indemnity, higher excesses or low claims experience). If You have any queries about this, please ask Us for further information when You apply for insurance 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 a Fire Services Levy or a Fire and Emergency Services Levy) in relation to Your policy(s). 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 or a Fire and Emergency 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 at 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.

If Your premium is payable by 7 or more instalments and an instalment of the premium has remained unpaid for at least 14 days, We may refuse to pay any claim that arises after the unpaid instalment was due.

We may also cancel Your policy if an instalment of the premium has not been paid, but can only do so as allowed by the *Insurance Contracts Act 1984* (Cth).

If You pay the premium for Your policy by direct debit from a financial institution and the direct debit payment is not made due to insufficient funds in the account, We may require You to reimburse Us for any charges We incur arising from the dishonoured payment.

Excess (Your contribution)

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

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

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 will ask You a number of questions. When answering Our questions, 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 a policy

When You ask Us to renew, vary, extend, replace or reinstate a 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 give a different answer to any of the questions We asked You before We issued the policy to You for the first time, 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 a 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 a Person insured under a policy does not comply with the duty of disclosure

Except where special condition 12 in the Legal Liability Policy (Victorian Plumbers) or special condition 9 in the Legal Liability Policy (Queensland Electricians) apply, if a Person insured under a policy does not comply with the duty of disclosure, 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 a policy and in the making and handling of claims under the policy.

Jurisdiction

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

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. 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 policies do 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.

Changing the terms of a policy

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

Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You 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. 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 Your claim payment, any 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 *Insurance Contracts Act 1984* (Cth). 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

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.

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 Limited

Phone: 1300 78 08 08

Post: GPO Box 3, Melbourne,
VIC 3001

Website: www.fos.org.au

Email: 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 *Privacy Act 1988* (Cth). 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.

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 a policy in this Trades Insurance Kit, You should carefully read this document and consider the appropriateness of the policy having regard to Your objectives, financial situation and needs.

Information about this Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001* (Cth) and any other documents We tell You are included, make up Our PDS. 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 any policies 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 all policies

What You must do when You have a policy

You must:

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

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

You must:

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

You must not without Our prior consent:

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

What can affect Your entitlements

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

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

What We may do

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

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

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

General exclusions

applying to all policies

The policies in this Trades Insurance Kit do not provide insurance cover for the following. Please read each of the policies carefully as they also do not provide insurance cover for other types of loss, damage and liability.

You are not insured against:

1. Cyber, E-Commerce

any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:

- 1.1 the total or partial loss, unavailability, destruction, distortion, erasure, corruption, alteration, malfunction, misuse, misinterpretation or misappropriation of Computer Equipment
- 1.2 damage to Computer Equipment
- 1.3 an error in creating, amending, entering, directing, deleting or using Computer Equipment
- 1.4 the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

We will not apply this exclusion if such Personal Injury, Damage to Property, loss of income, cost or liability is a direct result of physical damage to property and We have:

- paid or agreed to pay a claim
- indemnified or agreed to indemnify You against a liability,

for that physical damage to property under a policy in this Trades Insurance Kit.

2. Deliberate acts

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

3. Disease

any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:

- 3.1 Avian Influenza (-'bird flu'-); Bovine Spongiform Encephalopathy or Creutzfeldt – Jakob Disease (-'mad cow disease'-); Sudden Acute Respiratory Syndrome (-'SARS'-); or any strain or mutant variation of any of these
- 3.2 a disease declared by the Governor General by proclamation to be a 'quarantinable disease' under the *Quarantine Act* 1908 (Cth).

4. Punitive, exemplary or aggravated damages, fines or civil penalties

any punitive, exemplary or aggravated damages awarded against You or any fine or civil penalty imposed on You.

5. Radioactivity

any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:

- 5.1 radioactivity, nuclear fuel, material, products or waste, or nuclear fission or combustion
- 5.2 Your presence or the presence or activity of the Business at or within the radioactive area or potentially radioactive area of:
 - a nuclear reactor, power station, installation, facility, assembly or storage site or partly constructed or fully or partly decommissioned nuclear reactor, power station, installation, facility, assembly or storage site
 - nuclear fuel, material, products or waste.

General exclusions

applying to all policies

6. Terrorism

6.1 any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with an:

6.1.1 Act of Terrorism

6.1.2 action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism

6.2 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 *Terrorism Insurance Act 2003* (Cth) to be a “declared terrorist incident” under that Act, this terrorism exclusion will not apply to a claim:

- under the Personal Accident Policy in this Trades Insurance Kit arising out of that event, unless the Act of Terrorism was directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive or nuclear pollution or contamination or explosion
- under any other policy in this Trades Insurance Kit arising out of that event, to the extent that this exclusion has no effect in relation to that event by reason of the operation of the *Terrorism Insurance Act 2003* (Cth).

7. War and civil disturbance

any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:

7.1 war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war

7.2 mutiny, civil commotion assuming the proportions of or amounting to an uprising, military rising, insurrection, rebellion, revolution, military or usurped power

7.3 the confiscation, nationalisation or requisition of property by a government or statutory authority.

General definitions

that apply to words We use in this Trades Insurance Kit

Accident means an event or series of events which:

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

Act of Terrorism means an act including but not limited to the use or threat of force or violence by any person or groups(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 committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Business means the 'Business' shown on the certificate of insurance.

Claimant means a Person that makes a claim on You.

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

Damage to Property means physical loss of or physical damage to property.

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

Employee means a person employed by You under a contract of service.

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

Insured means the Person or Persons shown as the 'Insured' on the certificate of insurance.

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.

Period of Insurance means the 'Period of Insurance' shown on the certificate of insurance.

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

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

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

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Watercraft means any boat, ship, vessel, craft or thing made or intended to float on or in or travel on or through water.

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

You, Your and Yourself means the Person or Persons shown on the certificate of insurance as the Insured. If 2 or more Persons are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the Insureds are responsible for the completeness and accuracy of information supplied to Us. Each one is also obliged to comply with the terms of the policy.

Your Family means Your:

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

Legal liability policy

This policy insures Your legal liability to others in connection with the Business shown on the certificate of insurance. You only have this policy if 'Legal Liability Policy' is shown on the certificate of insurance.

The General Conditions on page 8 and General Exclusions on pages 9 and 10 apply to this policy. The General Definitions on page 11 apply to words We use in this policy.

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1 What is insured

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

2 What is not insured

This policy does not insure any liability:

2.1 Agreements

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

2.1.1 expressly take on a legal liability which You would not have had if that agreement had not been made, unless that liability is in relation to a claim:

- (a) by a lessor for Damage to Property pursuant to the terms of a lease of premises You lease and occupy in connection with the Business
- (b) for 'Principal's indemnity' as described in the additional benefit on page 15

2.1.2 expressly give up a right which You would have had if the agreement had not been made.

2.2 Aircraft, aircraft components, aerial devices and landing areas

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:

- 2.2.1 an aircraft component or aerial device intended to perform a functional or structural role in the safe operation or stability of an aircraft
- 2.2.2 a product that is or is intended to be incorporated or installed in or on a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft

2.2.3 work performed or carried out or to be performed or carried out on or in a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft

2.2.4 the ownership, occupation, operation or use of an aircraft

2.2.5 Your ownership, occupation or control of a property, building or structure normally used as a landing area or in or on which aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

2.3 Asbestos

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

2.4 Compulsory insurance

for Personal Injury or Damage to Property if You are:

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

2.5 Construction

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- 2.5.1 You or a Person for or on Your behalf erecting, demolishing, altering or adding to a building or structure if the value of the erection, demolition, alteration or addition when finished will be more than \$1,000,000
- 2.5.2 vibration, tunnelling, underpinning or the removal or weakening of or interference with the support of land, property or a building or structure.

2.6 Defamation

for defamation.

2.7 Lack of performance

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

2.8 Partnerships

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

2.9 Pollution

2.9.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the discharge, dispersal, release or escape is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and a reasonable Person in Your position with Your knowledge and experience would not have expected

2.9.2 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 event which:

- (a) takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and which a reasonable Person in Your position with Your knowledge and experience would not have expected; and
- (b) results in Personal Injury or Damage to Property.

2.10 Products

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- 2.10.1 a genetically engineered or genetically modified substance or organism You manufactured or imported
- 2.10.2 the inherently harmful nature of a product You sold or supplied

- 2.10.3 the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product and You separately charged a fee specifically for the design, formula, specification, plan or pattern
- 2.10.4 an error or omission in a direction or advice which You or anyone for whom You are liable gave in connection with or relating to the use or storage of a product You sold or supplied
- 2.10.5 a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control.

2.11 Product costs

for the cost to:

- 2.11.1 investigate the cause of a fault of a product You sold or supplied
- 2.11.2 trace, recall, repair, replace or refund the purchase price of, a product You sold or supplied.

2.12 Product damage

for damage to a product You sold or supplied if the damage is attributable to a defect or fault in that product.

2.13 Territorial limits

- 2.13.1 for a claim brought:
- (a) in the United States of America or Canada or their protectorates or dependencies
 - (b) in a country other than Australia in which You are represented by a branch office, an agent or an Employee
 - (c) in Australia based upon or to enforce a claim described in (a) or (b) above
- 2.13.2 for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or

organisation which is licensed in that country to grant such insurance or security

- 2.13.3 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
- (a) a product You sold or supplied unless that product directly caused the Occurrence and You sold or supplied it in Australia in connection with the Business
 - (b) a product You sold or supplied and exported to the United States of America or Canada or their protectorates or dependencies.

2.14 Transit

for Damage to Property in transit whilst in Your physical or legal possession, custody or control.

2.15 Treatment

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment for, to or on any Person or creature, other than a first aid service prescribed or administered by You or on Your behalf.

2.16 Underground services

for loss of or damage to an underground service or underground property unless at the time the Occurrence happened, the Person who caused the loss or damage:

- 2.16.1 could readily see the underground service or underground property; or
- 2.16.2 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 the underground services.

2.17 Vehicles and Watercraft

- 2.17.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in

connection with a Watercraft exceeding 8 metres in length

- 2.17.2 for loss of or damage to a vehicle in Your physical or legal possession, custody or control, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business
- 2.17.3 for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business
- 2.17.4 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle, if at the time of the Occurrence the vehicle was:
- (a) not registered when the law required it to be registered
 - (b) unsafe or unroadworthy
 - (c) part of the stock in trade of the Business
 - (d) carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
 - (e) carrying a passenger for payment
 - (f) being used in an experiment, stunt, racing, pace-making, reliability trial, hill climbing, sporting event or demonstration
- 2.17.5 for Personal Injury, Damage to Property or a cost incurred by or on behalf of a government authority in a clean – up, directly or indirectly caused by or arising out of the transport or loading or unloading of Dangerous Goods in a Placard Load
- 2.17.6 for loss of or damage directly or indirectly caused by or arising out of:
- (a) the weight of a vehicle and its load
 - (b) tunnelling, underpinning, vibration or the removal or weakening of or interference with the support of land, property or a building or structure

- 2.17.7 for the loss of or damage to the load or contents of a vehicle
- 2.17.8 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle or Watercraft if at the time of the Occurrence the vehicle or Watercraft was being driven, towed, operated by or in the charge of a Person who:
- did not have a licence or ticket required by law
 - was under the influence of alcohol or a drug
 - had more than the legal limit of alcohol or a drug in their blood
 - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle or Watercraft.

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

- did not have a licence or ticket required by law*
- was under the influence of alcohol or a drug.*

2.18 Workmanship

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

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

2.19 You, Your Family, Employees, customers, guests, visitors and workers

2.19.1 for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:

- You, unless it is to premises You lease and occupy in connection with the Business
- a member of Your Family or a Person who lives with You or a member of Your Family permanently
- an Employee if the loss or damage arises out of or in the course of their employment with You

2.19.2 for Personal Injury to:

- You or a member of Your Family or a Person who lives with You or Your Family permanently
- an Employee if the Personal Injury arises out of or in the course of their employment with You
- a Person working with You under a government scheme.

3 Limits of indemnity

Limits of indemnity any one Occurrence

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

Aggregate limit of indemnity for product liability

We pay up to the 'Aggregate limit of indemnity for product liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and which is directly or indirectly caused by or arises out of a product You sold or supplied.

Aggregate limit of indemnity for pollution liability

We pay up to the 'Aggregate limit of indemnity for pollution liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and gives 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 liability policy We issue to You in this Trades Insurance Kit even though You may be entitled to indemnity under another policy.

4 Additional benefit

Principal's indemnity

This policy extends to indemnify a principal with whom You have contracted against the legal liability of the principal directly caused by work You perform in connection with the contract, but only to the extent this insurance is required by that contract.

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

5 Special conditions that apply to this policy

Discharge of liabilities

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

Keeping records

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

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

Legal liability policy (Victorian Plumbers)

This policy insures Your legal liability to others in connection with the Business shown on the certificate of insurance. You only have this policy if 'Legal Liability Policy (Victorian Plumbers)' is shown on the certificate of insurance.

The General Conditions on page 8 and General Exclusions on pages 9 and 10 apply to this policy. The General Definitions on page 11 apply to words used in this policy.

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Section 1: Public and products liability

1 What is insured

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

2 What is not insured

This section of the policy does not insure any liability:

2.1 Agreements

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

- 2.1.1 expressly take on a legal liability which You would not have had if that agreement had not been made, unless that liability is in relation to a claim:
 - (a) by a lessor for Damage to Property pursuant to the terms of a lease of premises You lease and occupy in connection with the Business
 - (b) for 'Principal's indemnity' as described in the additional benefit on page 19
- 2.1.2 expressly give up a right which You would have had if the agreement had not been made.

2.2 Aircraft, airports and Aircraft Landing Areas

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:

- 2.2.1 the ownership, occupation or use of an airport, Aircraft Landing Area or aircraft
- 2.2.2 any work performed or carried out or to be performed or carried out on or in an aircraft, aerial device or aircraft component, or at or in an airport or Aircraft Landing Area
- 2.2.3 any work performed or carried out or to be performed or carried out in the vicinity of an airport or Aircraft Landing

Area, but only if the work is in connection with the use of an airport, Aircraft Landing Area, aircraft, aerial device or aircraft component.

2.3 Asbestos

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

2.4 Compulsory insurance

for Personal Injury or Damage to Property if You are:

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

2.5 Defamation

for defamation.

2.6 Lack of performance

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

2.7 Partnerships

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

2.8 Pollution

2.8.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the discharge, dispersal, release or escape is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and a reasonable Person in Your position with Your knowledge and experience would not have expected

2.8.2 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 event which:

- (a) takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and which a reasonable Person in Your position with Your knowledge and experience would not have expected; and
- (b) results in Personal Injury or Damage to Property.

2.9 Products

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- 2.9.1 a genetically engineered or genetically modified substance or organism You manufactured or imported
- 2.9.2 the inherently harmful nature of a product You sold or supplied.

2.10 Product costs

for the cost to:

- 2.10.1 investigate the cause of a fault of a product You sold or supplied
- 2.10.2 trace, recall, repair, replace or refund the purchase price of, a product You sold or supplied.

2.11 Product damage

for damage to a product You sold or supplied if the damage is attributable to a defect or fault in that product.

2.12 Territorial limits

2.12.1 for a claim brought:

- (a) in the United States of America or Canada or their protectorates or dependencies
- (b) in a country other than Australia in which You are represented by a branch office, an agent or an Employee
- (c) in Australia based upon or to enforce a claim described in (a) or (b) above

2.12.2 for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security

2.12.3 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- (a) a product You sold or supplied unless that product directly caused the Occurrence and You sold or supplied it in Australia in connection with the Business
- (b) a product You sold or supplied and exported to the United States of America or Canada or their protectorates or dependencies.

2.13 Transit

for Damage to Property in transit whilst in Your physical or legal possession, custody or control.

2.14 Treatment

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment for, to or on any Person or creature, other than a first aid service prescribed or administered by You or on Your behalf.

2.15 Underground services

for loss of or damage to an underground service or underground property unless at the time the Occurrence happened, the Person who caused the loss or damage:

- 2.15.1 could readily see the underground service or underground property; or
- 2.15.2 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 the underground services.

2.16 Vehicles and Watercraft

2.16.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a Watercraft exceeding 8 metres in length

2.16.2 for loss of or damage to a vehicle in Your physical or legal possession, custody or control, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business

2.16.3 for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business

2.16.4 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle, if at the time of the Occurrence the vehicle was:

- (a) not registered when the law required it to be registered
- (b) unsafe or unroadworthy
- (c) part of the stock in trade of the Business
- (d) carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
- (e) carrying a passenger for payment
- (f) being used in an experiment, stunt, racing, pace-making, reliability trial, hill climbing, sporting event or demonstration

2.16.5 for Personal Injury, Damage to Property or a cost incurred by

or on behalf of a government authority in a clean – up, directly or indirectly caused by or arising out of the transport or loading or unloading of Dangerous Goods in a Placard Load

2.16.6 for loss or damage directly or indirectly caused by or arising out of:

- (a) the weight of a vehicle and its load
- (b) tunnelling, underpinning, vibration or the removal or weakening of or interference with the support of land, property or a building or structure

2.16.7 for the loss of or damage to the load or contents of a vehicle

2.16.8 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle or Watercraft if at the time of the Occurrence the vehicle or Watercraft was being driven, towed, operated by or in the charge of a Person who:

- (a) did not have a licence or ticket required by law
- (b) was under the influence of alcohol or a drug
- (c) had more than the legal limit of alcohol or a drug in their blood
- (d) subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle or Watercraft.

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

- *did not have a licence or ticket required by law*
- *was under the influence of alcohol or a drug.*

2.17 You, Your Family, Employees, customers, guests, visitors and workers

2.17.1 for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:

- (a) You, unless it is to premises You lease and occupy in connection with the Business
- (b) a member of Your Family or a Person who lives with You or a member of Your Family permanently
- (c) an Employee if the loss or damage arises out of or in the course of their employment with You

2.17.2 for Personal Injury to:

- (a) You or a member of Your Family or a Person who lives with You or Your Family permanently
- (b) an Employee if the Personal Injury arises out of or in the course of their employment with You
- (c) a Person working with You under a government scheme.

3 Limits of indemnity

Limits of indemnity any one Occurrence

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

Aggregate limit of indemnity for product liability

We pay up to the 'Aggregate limit of indemnity for product liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and which is directly or indirectly caused by or arises out of a product You sold or supplied.

Aggregate limit of indemnity for pollution liability

We pay up to the 'Aggregate limit of indemnity for pollution liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and gives 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 section of the policy and under any other liability policy We issue to You in this Trades Insurance Kit even though You may be entitled to indemnity under another policy.

4 Additional benefit

Principal's indemnity

This policy extends to indemnify a principal with whom You have contracted against the legal liability of the principal directly caused by work You perform in connection with the contract, but only to the extent this insurance is required by that contract.

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

Section 2: Consumer protection

1 What is insured

Domestic Plumbing Work

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

- Defect In Plumbing Work Liability;
- Trade Practices Liability;
- Consequential Financial Loss Liability; and
- Non-Completion Liability,

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

Non-Domestic Plumbing Work

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

- Defect In Plumbing Work Liability; and
- Trade Practices Liability,

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

Legal costs

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

2 What is not insured

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

2.1 A claim notified after more than 6 years

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

- 2.1.1 issued the only or the last Compliance Certificate in relation to that Plumbing Work; or

2.1.2 stopped carrying out that Plumbing Work (if You did not issue a Compliance Certificate in relation to that Plumbing Work).

2.2 Legal costs

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

2.2.1 the enforcement of this policy; or

2.2.2 a liability in respect of which We have agreed to indemnify You under this section of the policy.

2.3 Liquidated damages

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

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

2.4 Maintenance of the Plumbing Work

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

2.5 Product Defect

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

2.5.1 were not aware; and

2.5.2 could not reasonably have been aware,

of the Product Defect.

We bear the onus of establishing the Product Defect.

2.6 Wear, tear or depreciation

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

3 Limits of indemnity

3.1 Limit of indemnity any one claim or series of claims

Subject to the 'Limit of indemnity for anything in Your care, custody or control' set out at 3.2, We pay up to:

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

3.1.2 the amount shown on the certificate of insurance as the 'Limit of indemnity Non-Domestic Plumbing Work' in respect of Non-Domestic Plumbing Work for any one claim or series of claims that is the subject of a Compliance Certificate, or should have been the subject of a Compliance Certificate (or would or could have been if the Non-Domestic Plumbing Work had been completed).

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

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

3.3 Aggregate limit of indemnity for all claims

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

3.4 Limit of indemnity for common property

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

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

plan of subdivision.

3.5 Limit on claims in respect of Non-Completion Liability

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

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

3.6 Limit on claims in respect of Trade Practices Liability

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

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

3.7 Limit of indemnity for a claim by a Building Owner

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

Section 3: Special conditions that apply to sections 1 and 2 of this policy

1 Compliance with court orders

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

2 Order to prevail

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

3 Deemed notice of defects

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

4 Claimant may enforce policy direct in certain cases

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

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

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

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

5 Section 54 of the Insurance Contracts Act

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

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

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

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

6 Cancellation

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

7 Notification concerning a settled claim

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

8 Excesses

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

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

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

Special conditions that apply only to section 1 of this policy

9 Discharge of liabilities

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

10 Keeping records

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

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

Special conditions that apply only to section 2 of this policy

11 Deemed acceptance of claims

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

12 Misrepresentation, fraud or non-disclosure

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

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

13 Giving effect to a certificate

If, in relation to Domestic Plumbing Work, We:

- 13.1 give you a certificate stating that You are insured under this policy, We will not refuse to pay a claim under this policy on the ground that You have not paid the premium for this policy; and
- 13.2 make a payment under section 2 of this policy to, or for the benefit of a Building Owner under the circumstances described in 13.1, by doing so We are not restricting Our right to recover that payment from You.

14 Cover not affected

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

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

15 Your co-operation

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

Section 4: Special definitions that apply to words We use in section 1 of this policy

Aircraft Landing Area means any area where aircraft take off or land, taxi, or load or unload and includes an aircraft hangar and an apron adjacent to a runway.

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

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

Aggregate Limit of Indemnity

Consumer Protection means the 'Aggregate limit of indemnity consumer protection' shown on the certificate of insurance.

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

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

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

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

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

storage costs that are reasonably and necessarily incurred.

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

Defect in the Plumbing Work means:

- a failure to carry out Plumbing Work in a proper and workmanlike manner and in accordance with any plans and specifications set out in the Contract
- a failure to use materials in the Plumbing Work that are good and suitable for the purpose for which they are used. *For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent*
- the use of materials in the Plumbing Work that are not new (unless the Contract permits the use of materials that are not new)
- a failure to carry out the Plumbing Work in accordance with, and in compliance with, all laws and legal requirements including, without limiting the generality of this bullet point, the Act and any regulations made under that Act
- a failure to carry out the Plumbing Work with reasonable care and skill and, in the case of Domestic Plumbing Work, a failure to complete the work:
 - by the date (or within the period) specified by the Contract; or
 - within a reasonable time, if no date (or period) is specified
- if the Contract states the particular purpose for which the Plumbing Work is required, or the result which the Building Owner wishes the Plumbing Work to achieve so as to show that the Building Owner relies on Your skill and judgment, a failure to ensure that the Plumbing Work and any material used in carrying out that Plumbing Work:
 - are reasonably fit for that purpose
 - are of such a nature and quality that it might reasonably be expected to achieve that result.

For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent.
- a failure to maintain a standard or quality of Plumbing Work specified in the Contract.

Defect in Plumbing Work Liability

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

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

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

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

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

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

due to any of the following reasons:

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

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

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

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

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

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

Product Defect means a defect in a Product.

Trade Practices Liability means Your liability that arises as a result of Your conduct in connection with the Plumbing Work that contravenes sections 52, 53, 55A or 74 of the *Trade Practices Act 1974* (Cth) or sections 9, 11 or 12 of the *Fair Trading Act 1999* (Victoria).

Legal liability policy

(Queensland Electricians)

This policy insures Your legal liability to others in connection with the Business shown on the certificate of insurance. You only have this policy if 'Legal Liability Policy (Queensland Electricians)' is shown on the certificate of insurance.

The General Conditions on page 8 and General Exclusions on pages 9 and 10 apply to this policy. The General Definitions on page 11 apply to words used in this policy.

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Section 4: Special definitions that apply to words We use in sections 2 and 3 of this policy

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Section 1: Public and products liability

1 What is insured

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

2 What is not insured

This section of the policy does not insure any liability:

2.1 Agreements

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

- 2.1.1 expressly take on a legal liability which You would not have had if that agreement had not been made, unless that liability is in relation to a claim:
 - (a) by a lessor for Damage to Property pursuant to the terms of a lease of premises You lease and occupy in connection with the Business
 - (b) for 'Principal's indemnity' as described in the additional benefit on page 27
- 2.1.2 expressly give up a right which You would have had if the agreement had not been made.

2.2 Aircraft, aircraft components, aerial devices and landing areas

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:

- 2.2.1 an aircraft component or aerial device intended to perform a functional or structural role in the safe operation or stability of an aircraft
- 2.2.2 a product that is or is intended to be incorporated or installed in or on a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft

- 2.2.3 work performed or carried out or to be performed or carried out on or in a component or device intended to perform a functional or structural role in the safe operation or stability of an aircraft
- 2.2.4 the ownership, occupation, operation or use of an aircraft
- 2.2.5 Your ownership, occupation or control of a property, building or structure normally used as a landing area or in or on which aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

2.3 Asbestos

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

2.4 Compulsory insurance

for Personal Injury or Damage to Property if You are:

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

2.5 Construction

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- 2.5.1 You or a Person for or on Your behalf erecting, demolishing, altering or adding to a building or structure if the value of the erection, demolition, alteration or addition when finished will be more than \$1,000,000
- 2.5.2 vibration, tunnelling, underpinning or the removal or weakening of or interference with the support of land, property or a building or a structure.

2.6 Defamation

for defamation.

2.7 Lack of performance

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

2.8 Partnerships

of a partner to another partner

where the partnership is an Insured under this policy.

2.9 Pollution

- 2.9.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the discharge, dispersal, release or escape is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and a reasonable Person in Your position with Your knowledge and experience would not have expected
- 2.9.2 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 event which:
 - (a) takes place at a clearly identifiable point in time during the Period of Insurance and which You did not expect or intend and which a reasonable Person in Your position with Your knowledge and experience would not have expected; and
 - (b) results in Personal Injury or Damage to Property.

2.10 Products

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- 2.10.1 a genetically engineered or genetically modified substance or organism You manufactured or imported
- 2.10.2 the inherently harmful nature of a product You sold or supplied
- 2.10.3 the faulty design, formula, specification, plan or pattern

of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product and You separately charged a fee specifically for the design, formula, specification, plan or pattern

- 2.10.4 an error or omission in a direction or advice which You or anyone for whom You are liable gave in connection with or relating to the use or storage of a product You sold or supplied
- 2.10.5 a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control.

2.11 Product costs

for the cost to:

- 2.11.1 investigate the cause of a fault of a product You sold or supplied
- 2.11.2 trace, recall, repair, replace or refund the purchase price of, a product You sold or supplied.

2.12 Product Damage

for damage to a product You sold or supplied if the damage is attributable to a defect or fault in that product.

2.13 Territorial limits

2.13.1 for a claim brought:

- (a) in the United States of America or Canada or their protectorates or dependencies
- (b) in a country other than Australia in which You are represented by a branch office, an agent or an Employee
- (c) in Australia based upon or to enforce a claim described in (a) or (b) above

2.13.2 for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product

sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security

- 2.13.3 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
- (a) a product You sold or supplied unless that product directly caused the Occurrence and You sold or supplied it in Australia in connection with the Business
 - (b) a product You sold or supplied and exported to the United States of America or Canada or their protectorates or dependencies.

2.14 Transit

for Damage to Property in transit whilst in Your physical or legal possession, custody or control.

2.15 Treatment

for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment for, to or on any Person or creature, other than a first aid service prescribed or administered by You or on Your behalf.

2.16 Underground services

for loss of or damage to an underground service or underground property unless at the time the Occurrence happened, the Person who caused the loss or damage:

- 2.16.1 could readily see the underground service or underground property; or
- 2.16.2 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 the underground services.

2.17 Vehicles and Watercraft

- 2.17.1 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a Watercraft exceeding 8 metres in length
- 2.17.2 for loss of or damage to a vehicle in Your physical or legal possession, custody or control, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business
- 2.17.3 for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence You had agreed to hire the vehicle for not more than 72 hours and You were using the vehicle in connection with the Business
- 2.17.4 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle, if at the time of the Occurrence the vehicle was:
- (a) not registered when the law required it to be registered
 - (b) unsafe or unroadworthy
 - (c) part of the stock in trade of the Business
 - (d) carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
 - (e) carrying a passenger for payment
 - (f) being used in an experiment, stunt, racing, pace-making, reliability trial, hill climbing, sporting event or demonstration
- 2.17.5 for Personal Injury, Damage to Property or a cost incurred by or on behalf of a government authority in a clean – up, directly or indirectly caused by or arising out of the transport or loading or unloading of Dangerous Goods in a Placard Load
- 2.17.6 for loss or damage directly or indirectly caused by or arising out of:

- (a) the weight of a vehicle and its load
- (b) tunnelling, underpinning, vibration or the removal or weakening of or interference with the support of land, property or a building or structure

2.17.7 for the loss of or damage to the load or contents of a vehicle

2.17.8 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle or Watercraft if at the time of the Occurrence the vehicle or Watercraft was being driven, towed, operated by or in the charge of a Person who:

- (a) did not have a licence or ticket required by law
- (b) was under the influence of alcohol or a drug
- (c) had more than the legal limit of alcohol or a drug in their blood
- (d) subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle or Watercraft

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

- *did not have a licence or ticket required by law*
- *was under the influence of alcohol or a drug.*

2.18 You, Your Family, Employees, customers, guests, visitors and workers

2.18.1 for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:

- (a) You, unless it is to premises You lease and occupy in connection with the Business
- (b) a member of Your Family or a Person who lives with You or a member of Your Family permanently
- (c) an Employee if the loss or damage arises out of or in the course of employment with You

2.18.2 for Personal Injury to:

- (a) You or a member of Your Family or a Person who lives with You or Your Family permanently
- (b) an Employee if the Personal Injury arises out of or in the course of their employment with You
- (c) a Person working with You under a government scheme.

3 Limits of indemnity

Limits of indemnity any one Occurrence

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

Aggregate limit of indemnity for product liability

We pay up to the 'Aggregate limit of indemnity for product liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and which is directly or indirectly caused by or arises out of a product You sold or supplied.

Aggregate limit of indemnity for pollution liability

We pay up to the 'Aggregate limit of indemnity for pollution liability' shown on the certificate of insurance for liability for all Personal Injury and Damage to Property which happens during the Period of Insurance and gives 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 section of the policy and under any other liability policy We issue to You in this Trades Insurance Kit even though You may be entitled to indemnity under another policy.

4 Additional benefit

Principal's indemnity

This policy extends to indemnify a principal with whom You have contracted against the legal liability of the principal directly caused by work You perform in connection with the contract, but only to the extent this insurance is required by that contract.

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

Section 2: Consumer protection

1 What is insured

This section of the policy insures You against:

- Defect In Domestic Electrical Work Liability;
- Trade Practices Liability;
- Consequential Financial Loss Liability; and
- Non-Completion Liability,

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

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

2 What is not insured

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

2.1 A claim notified after more than 6 years

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

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

2.2 Legal costs

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

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

2.3 Liquidated damages

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

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

2.4 Maintenance of the Electrical Work

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

2.5 Product Defect

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

2.5.1 were not aware; and

2.5.2 could not reasonably have been aware,

of the Product Defect.

We bear the onus of establishing the Product Defect.

2.6 Wear, tear or depreciation

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

3 Limits of indemnity

3.1 Limit of indemnity any one claim or series of claims

Subject to the 'Limit of indemnity for anything in Your care, custody or control' set out at 3.2, We pay up to the amount shown on the certificate of insurance as the 'Limit of indemnity Domestic Electrical Work' in respect of Domestic Electrical Work for any one claim or series of claims, in relation to each and every Home that is the subject of a Certificate of Test or should have been the subject of a Certificate of Test (or would or could have been if the Domestic Electrical Work had been completed).

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

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

3.3 Aggregate limit of indemnity for all claims

We pay up to the amount shown

on the certificate of insurance as the 'Aggregate limit of indemnity consumer protection' for liability for all claims in relation to Domestic Electrical Work performed or intended to be performed during the Period of Insurance.

3.4 Limit of indemnity for common property

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

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

3.5 Limit on claims in respect of Non-Completion Liability

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

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

3.6 Limit on claims in respect of Trade Practices Liability

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

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

3.7 Limit of indemnity for a claim by a Building Owner

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

Section 3: Special conditions that apply to sections 1 and 2 of this policy

1 Compliance with court orders

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

2 Act to prevail

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

3 Deemed notice of defects

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

4 Claimant may enforce policy direct in certain cases

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

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

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

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

5 Section 54 of the Insurance Contracts Act

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

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

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

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

6 Excesses

You are required to bear any excess shown on the certificate of insurance for each claim under this section of the policy.

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

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

Special conditions that apply only to section 1 of this policy

7 Discharge of liabilities

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

8 Keeping records

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

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

Special conditions that apply only to section 2 of this policy

9 Misrepresentation, fraud or non-disclosure

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

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

10 Cover not affected

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

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

11 Your co-operation

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

Section 4: Special definitions that apply to words We use in sections 2 and 3 of this policy

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

Aggregate Limit of Indemnity Consumer Protection means the 'Aggregate Limit of Consumer Protection Indemnity' shown on the certificate of insurance.

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

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

Certificate of Test means the approved certificate referred to in section 15 of the *Electrical Safety Regulations 2002* (Queensland).

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

- Defect in Domestic Electrical Work; or
- Non-Completion Liability,

including but not limited to:

- the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
- the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred.

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

Defect in Domestic Electrical Work means:

- any Domestic Electrical Work that is

defective work in terms of the Act

- a failure to carry out Domestic Electrical Work in a proper and workmanlike manner and in accordance with any plans and specifications set out in the Contract
- a failure to use materials in Domestic Electrical Work that are good and suitable for the purpose for which they are used. *For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent*
- the use of materials in Domestic Electrical Work that are not new (unless the Contract permits use of materials that are not new)
- a failure to carry out Domestic Electrical Work in accordance with, and in compliance with, all laws and legal requirements including, without limiting the generality of this bullet point, the Act
- a failure to carry out Domestic Electrical Work with reasonable care and skill
- a failure to complete Domestic Electrical Work:
 - by the date (or within the period) specified by the Contract; or
 - within a reasonable time, if no date (or period) is specified
- if the Contract states the particular purpose for which Domestic Electrical Work is required, or the result which the Building Owner wishes the Domestic Electrical Work to achieve, so as to show that the Building Owner relies on Your skill and judgement, a failure to ensure that Domestic Electrical work and any material used in carrying out Domestic Electrical Work:
 - are reasonably fit for that purpose
 - are of such a nature and quality that they might reasonably be expected to achieve that result

For the purpose of this bullet point, materials do not include any material supplied by the Building Owner or their agent
- a failure to maintain a standard or quality of Domestic Electrical Work specified in the Contract.

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

Domestic Electrical Work means Electrical Work performed or intended to be

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

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

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

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

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

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

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

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

Product Defect means a defect in a Product.

Trade Practices Liability means Your liability that arises as a result of Your conduct in connection with Domestic Electrical Work that contravenes the *Trade Practices Act 1974* (Cth) or the *Fair Trading Act 1989* (Queensland).

Tools of trade in transit policy

You only have this policy if the risk 'Tools of trade' is shown on the certificate of insurance.

This policy insures You for the physical loss of or physical damage to the Items shown on the certificate of insurance.

The General Conditions on page 8 and General Exclusions on pages 9 and 10 apply to this policy. The General Definitions on page 11 apply to words used in this policy.

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1 What is insured

This policy insures You for physical loss of or physical damage to an Item if the loss or damage:

- occurs during the Period of Insurance and while the Item is in Transit in Australia; and
- is directly caused by:
 - 1.1 fire, explosion, lightning or Flood
 - 1.2 the Vehicle which the Item is in or on, colliding with another object, overturning or jack-knifing
 - 1.3 the Item being stolen from a Vehicle when someone is in, or attending on, the Vehicle
 - 1.4 the Item being stolen from a Vehicle when no-one is in, or attending on the Vehicle, but only if the:
 - 1.4.1 Item is securely attached to the Vehicle by a locking device and there is evidence that the locking device has been forcibly removed or tampered with in order to effect the theft;
 - 1.4.2 theft of the Item follows forcible entry to the Vehicle and evidence of the damage caused by the forcible entry can be clearly seen;
 - 1.4.3 theft of the Item is directly associated with the theft of the locked Vehicle; or
 - 1.4.4 theft of the Item is a direct consequence of another event insured under this policy.

2 What We pay

At Our option, We:

- repair a damaged Item or pay You the reasonable cost to do so; or
- replace an Item destroyed or stolen or in Our opinion, damaged beyond repair, with a new Item of a similar make and model, or pay You the reasonable cost to do so.

For a damaged, destroyed or stolen Item listed in Specified Tools, Specified Stock, General Property - Electronic or General Property - Other on the certificate of insurance, We pay up to the

amount shown on the certificate of insurance for that Item.

We pay up to the amount shown on the certificate of insurance for:

- 'Unspecified Tools', for all Unspecified Tools
- 'Unspecified Stock', for all Unspecified Stock

damaged, destroyed or stolen in any one event.

3 Additional benefits

3.1 Theft of or damage to an Item in a fully enclosed building

This policy also insures You for:

- physical damage to an Item while it is in a fully enclosed building if that damage is directly caused by fire, explosion, earthquake, stormwater or rainwater (but not by Flood)
- theft of an Item following forcible entry into a locked building and evidence of the damage caused by the forcible entry can be clearly seen,

but only if the damage or theft occurs in Australia during the Period of Insurance.

3.2 Removal of debris

If We have paid or agreed to pay a claim under this policy, We pay up to \$5,000 for any one event towards the reasonable cost You incur to remove or dispose of all Items that are damaged, deteriorated or contaminated and any associated cleaning costs.

This benefit is in addition to the sums insured shown on the certificate of insurance for all Items.

4 Special condition that applies to this policy

Reinstatement of sum insured

If We pay:

- less than the sum insured for all:
 - Unspecified Tools damaged, destroyed or stolen in any one event, We reinstate the sum insured for Unspecified Tools
 - Unspecified Stock damaged, destroyed or stolen in any one event, We reinstate the sum insured for Unspecified Stock,

unless We tell You within 14 days of the claim being finalised that We will not reinstate the relevant sum insured unless You pay an additional premium and accept any additional conditions We impose.

If We pay the amount of the sum insured for all Unspecified Tools or Unspecified Stock damaged, destroyed or stolen in any one event, the relevant sum insured is not reinstated and We suggest You contact Us in this circumstance to discuss insuring any replacement items.

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

What is an 'Item'?

Where:

- 'Specified Tools' is shown on the certificate of insurance, 'Item' means the specified tools of trade shown on the certificate of insurance
- 'Unspecified Tools' is shown on the certificate of insurance, 'Item' means a tool of trade belonging to You or for which You are legally liable
- 'Specified Stock' is shown on the certificate of insurance, 'Item' means the specified items of stock shown on the certificate of insurance
- 'Unspecified Stock' is shown on the certificate of insurance, 'Item' means stock belonging to You or for which You are legally liable
- 'General Property - Electronic' is shown on the certificate of insurance, 'Item' means the specified general property electronic items shown on the certificate of insurance
- 'General Property - Other' is shown on the certificate of insurance, 'Item' means the specified general property items shown on the certificate of insurance.

What is 'Transit' and a 'Vehicle'?

Transit means being transported in, or on, a Vehicle from one place to another and includes loading and unloading of the Vehicle.

Vehicle means a registered road vehicle and includes a trailer securely attached to a registered road vehicle.

Commercial vehicle policy

You only have this policy if the risk 'Commercial vehicle' is shown on the certificate of insurance

The General Conditions on page 8 and General Exclusions on pages 9 and 10 apply to this policy. The General Definitions on page 11 apply to words used in this policy.

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The types of insurance cover We offer

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

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

The use for which Your Vehicle is insured

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

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

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

Comprehensive

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

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

We only pay up to the Market Value or the 'Sum Insured' shown on the certificate of insurance for Your Vehicle, whichever is less.

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

Fire, theft and legal liability

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

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

We only pay up to the Market Value or the amount shown on the certificate of insurance as the 'Sum Insured' for Your Vehicle, whichever is less.

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

New vehicles

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

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

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

Salvage

If We pay You the Market Value of Your Vehicle, We are entitled to the salvage of Your Vehicle.

Unavailable parts

If We have paid or agreed to pay a claim under this policy and any part of Your Vehicle is unavailable in Australia, We will only be liable for the cost of freight that part to Australia by sea transport.

Section 2: The insurance for legal liability

What We pay for legal liability

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

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

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

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

Legal Liability Limit

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

Other policies

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

Section 3: Special exclusions

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

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

1 directly or indirectly caused by or arising out of Your Vehicle being driven, towed, operated by or in the charge of a Person who:

- 1.1 did not have a licence required by law
- 1.2 was under the influence of alcohol or a drug
- 1.3 had more than the legal limit of alcohol or a drug in their blood
- 1.4 subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of Your Vehicle.

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

- *did not have the required licence*
- *was under the influence of alcohol or a drug.*

2 directly or indirectly caused by or arising out of Your Vehicle being used:

- 2.1 with an alteration or modification that does not comply with a statutory regulation or the manufacturers' standard design
- 2.2 whilst unsafe or unroadworthy
- 2.3 to carry passengers for hire, fare or reward
- 2.4 for or being tested in preparation for racing, pacemaking, reliability trial, speed or hill climbing tests, stunts or any other motor sport
- 2.5 for an illegal purpose
- 2.6 in connection with the motor trade to experiment, test, trial, demonstrate or tow
- 2.7 on rails, tram tracks or cables of any kind

2.8 or driven in an underground mining shaft or through a tunnel if the road through the tunnel is not a public road

2.9 without Our prior written consent, in any raising or lowering operation in which a single load is shared between two or more cranes or lifting devices.

3 when Your Vehicle:

- 3.1 is on hire to any other Person
- 3.2 is in the possession of a Person as part of the Person's stock in trade for the purpose of sale.

What is not insured under section 1 of this policy

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

- 1 **wear, tear, rust, corrosion or gradual deterioration**
- 2 **a structural, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage**
- 3 **damage to a tyre directly caused by the road, by the application of brakes or by a puncture or burst, unless as a result of an Accident**
- 4 **the theft of Your Vehicle by any Person:**
 - 4.1 to whom Your Vehicle is on hire
 - 4.2 who has a financial interest in Your Vehicle
 - 4.3 who is test driving Your Vehicle for sale where You or Your Employee did not accompany the prospective purchaser
 - 4.4 during or immediately after a fire or an Accident, unless You took reasonable steps to ensure Your Vehicle was not stolen as soon as You became aware of the fire or the Accident
- 5 **loss of or damage to any drilling or boring equipment in, on, or attached to Your Vehicle whilst Your Vehicle is being operated underground, unless that drilling or boring equipment is specified on the certificate of insurance**
- 6 **loss of, or damage to:**
 - 6.1 a drill shaft bit; or
 - 6.2 a drilling rig bit, whilst being used in the course of drilling.

7 loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings directly caused by, or arising from the hardening or setting of concrete.

What is not insured under section 2 of this policy

This policy does not insure any liability:

8 for Personal Injury to:

- 8.1 You or any member of Your Family or a Person driving or in charge of Your Vehicle or any relative of that Person
- 8.2 a Person living permanently with a Person insured by this policy
- 8.3 an Employee, worker, agent, contractor or subcontractor employed or engaged by any Person insured by this policy.

9 for Damage to Property, Personal Injury or a cost incurred by or on behalf of a government authority in a clean-up, directly or indirectly caused by or arising out of the transport or loading or unloading of Dangerous Goods in a Placard Load, except as described under the additional benefit 'Transport of Dangerous Goods'.

10 for loss or damage directly or indirectly caused by or arising out of Your Vehicle:

- 10.1 causing vibration
- 10.2 conveying, hauling or towing any load in excess of that for which it was constructed, licensed or permitted by law
- 10.3 becoming bogged in a known floodway, watercourse or any other area affected by tidal change and such loss or damage could reasonably have been foreseen.

11 for loss or damage directly or indirectly caused by or arising out of:

- 11.1 tunnelling, underpinning, vibration or the removal or weakening of or interference with the support of land, property or a building or structure
- 11.2 the explosion of any pressure vessel forming part of or attached to Your Vehicle
- 11.3 Your Vehicle or any plant and/or equipment attached to Your Vehicle being used as a Tool of Trade.

12 for loss of or damage to an underground service or underground property unless, when the loss or damage occurred, the Person who caused the loss or damage:

- 12.1 could readily see the underground service or underground property; or
- 12.2 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.

13 for Personal Injury if:

- 13.1 Your Vehicle is registered; or
- 13.2 the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance; or
- 13.3 the Person making the claim on this policy is entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

14 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made.

15 for loss of or damage to property belonging to a Person insured under this policy.

16 for loss of or damage to the load or contents of Your Vehicle, or of a vehicle being towed by Your Vehicle.

Section 4: Additional benefits

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

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

1 Automatic cover for a replacement vehicle

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

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

2 Cover for Your employer, principal and partner

We will pay any compensation or legal costs which Your employer, principal or partner, may be legally liable to pay resulting from Personal Injury or Damage to Property which happens during the Period of Insurance arising out of an Occurrence that happens in Australia and that is directly or indirectly caused by or arising out of the temporary use of Your Vehicle by Your employer, principal or partner, in connection with their business provided that:

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

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

3 Emergency repairs and towing

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

- Your Vehicle towed from the place at which it was damaged

to the nearest safe or secure place; and

- emergency repairs carried out on Your Vehicle as a result of that damage to make it safe and roadworthy.

4 General average/salvage costs

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

5 Hire of replacement vehicle

If Your Vehicle has a carrying capacity of less than 2 tonne and is a sedan, van, utility, 4WD or truck and is stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar make and model for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition, whichever is earlier. We do not pay for fuel, running costs or other charges.

6 Insurance of a hired or borrowed vehicle

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

- on the same terms and conditions as We would for Your Vehicle; and
- up to the Market Value (excluding registration and insurance) of Your Vehicle at the time of the loss or damage, if 'Market Value' is shown on the certificate of insurance.

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

7 Loss of Personal Effects

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

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

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

8 Relocation of driver

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

9 Sign-writing

If Your Vehicle is:

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

10 Trailers - not specified

We pay up to \$1,000 for damage to or loss of a two-wheel box trailer You own if it is accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle.

You are not entitled to this benefit if the trailer is shown as Your Vehicle

on the certificate of insurance.

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

11 Transport of Dangerous Goods

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

- Damage to Property;
- Personal Injury; and
- a cost incurred by or on behalf of a government authority in a clean-up,

which happens during the Period of Insurance and which:

- is directly caused by:
 - the transport of Dangerous Goods in a Placard Load on Your Vehicle or in, or on, a vehicle attached to or towing Your Vehicle from one place to another; or
 - the loading or unloading of Dangerous Goods in a Placard Load; and
- arises out of an Occurrence that happens in Australia.

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

We pay up to \$5,000,000 or the amount shown on the certificate of insurance for 'Transport of Dangerous Goods' whichever is greater, for all claims arising out of the one Occurrence or series of Occurrences.

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

12 Vehicle

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

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

Section 5: Optional benefits

No claim bonus

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

You are only entitled to this benefit if:

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

Hire car benefit

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

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

Where We pay You the Sum Insured or Market Value for Your Vehicle

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

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

Excesses

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

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

1 Standard excess

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

2 Age and inexperienced driver excess

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

- 2.1 was under the age of 21; or
- 2.2 was aged 21 or more but under the age of 25; or

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

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

3 Radius of Operation excess

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

4 Tipping excess

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

5 Underground excess

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

6 Windscreen damage excess

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

Section 7: Special definitions that apply to words We use in this policy

Legal Liability Limit means the amount shown on the certificate of insurance as the 'Legal Liability Limit' for this policy.

Market Value means the market value of Your Vehicle immediately before the event occurred that gave rise to Your claim on this policy, based on the age and condition of Your Vehicle.

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

Radius of Operation means the 'Radius of Operation' shown on the certificate of insurance and measured from the location shown on the certificate of insurance.

Sum Insured means the amount shown on the certificate of insurance as the 'Sum Insured'.

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

Your Vehicle means the vehicle shown on the certificate of insurance and:

- tools which are normally offered for sale with vehicles of a similar make and model
- accessories that are standard factory fitted accessories by the manufacturer or dealer to such a vehicle
- non standard equipment or accessories including those fitted by the manufacturer or dealer, up to a value of \$500
- any accessory or modification shown on the certificate of insurance under a heading 'Accessories/Modifications',

which are on, attached to or locked in Your Vehicle at the time of damage or theft.

Personal accident policy

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

*You only have this policy if the risk
'Personal accident' is shown on the
certificate of insurance.*

*The General Conditions on page 8 and
General Exclusions on pages 9 and
10 apply to this policy. The General
Definitions on page 11 apply to words
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1 The types of cover We offer

We offer 2 different types of insurance cover.

You have insurance in respect of:

- an Accident, if 'Accident only' is shown on the certificate of insurance
- Accident and illness, if 'Accident and illness' is shown on the certificate of insurance.

2 What is insured

2.1 Accident

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

This policy only insures You if the Accident:

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

2.2 Accident and illness

If 'Accident and illness' is shown on the certificate of insurance, this policy also insures You against Temporary Total Disablement directly caused by illness if the illness was contracted during the Period of Insurance, but not within

the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

3 What is not insured

This policy does not insure You against:

3.1 injury, inability to work or death directly or indirectly caused by or arising out of You:

- 3.1.1 taking part in an illegal or criminal act or a riot or civil commotion
- 3.1.2 being pregnant
- 3.1.3 giving birth, even if the childbirth may have been accelerated or induced by an Accident or illness
- 3.1.4 intending or attempting self injury or suicide
- 3.1.5 contracting a sexually transmissible disease
- 3.1.6 being under the influence of alcohol or a drug
- 3.1.7 engaging in:
 - (a) a professional sporting activity
 - (b) ski jumping, bungee jumping, base jumping or stunt diving
 - (c) boxing, jousting or wrestling
 - (d) racing (except on foot), hunting on horseback, a rodeo or camp drafting
 - (e) rockclimbing, abseiling,

- mountaineering or caving
- (f) canyoning, white water canoeing, white water rafting or white water kayaking
- (g) an aerial activity
- (h) football, waterskiing, wakeboarding, polo, an underwater activity or a snow/ ice sport, unless the relevant activity is shown on the certificate of insurance
- 3.1.8 riding a motorcycle or scooter, unless 'motorcycling/scooter riding' is shown on the certificate of insurance
- 3.1.9 travelling by air, unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route.

3.2 an illness directly or indirectly caused by or arising out of an Accident that occurred before the commencement of the Period of Insurance.

4 What We pay

We pay the percentage of the Weekly Benefit or Capital Sum Insured shown in the second column of the Table of Benefits that follows for the level of disablement, death or Loss of Use shown in the first column of the Table of Benefits.

TABLE OF BENEFITS

WEEKLY BENEFITS FOR INABILITY TO WORK

Weekly benefits – illness	
1 Temporary Total Disablement by any one or more illnesses	100% of the Weekly Benefit
Weekly benefits – bodily injury by any one or more Accidents	
2 Temporary Partial Disablement by any one or more Accidents	25% of the Weekly Benefit
3 Temporary Total Disablement by any one or more Accidents	100% of the Weekly Benefit
4 Permanent Total Disablement by any one or more Accidents. This benefit is not payable until after the inability to work has continued for a period of 12 consecutive months. This benefit is in addition to any benefit payable under items 1, 2 or 3	100% of the Capital Sum Insured

CAPITAL BENEFITS PAYABLE ONLY FOR DEATH OR BODILY INJURY BY ANY ONE OR MORE ACCIDENTS

Capital benefits payable for death or bodily injury	The percentage shown below of the Capital Sum Insured
5 Death	100%
6 Loss of Use of one or more limbs	100%
7 Loss of Use of sight in one or both eyes	100%
8 Loss of Use of hearing:	
8.1 in one ear	50%
8.2 in both ears	100%
9 Loss of Use of:	
9.1 three joints per finger	15%
9.2 two joints per finger	10%
9.3 one joint per finger	5%
10 Loss of Use of thumb:	
10.1 in both hands	30%
10.2 in one hand	15%
11 Loss of Use of toes in either foot:	
11.1 all in one foot	15%
11.2 great toe both joints	5%
11.3 great toe one joint	3%
11.4 other than each great toe	1%
12 Fractured leg or patella with established non - union	10%
13 Third degree burns to more than 50% of the entire body	40%
14 Loss of 50% of all sound and natural teeth, including capped and crowned teeth	1%

5 Additional benefits

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

Exposure

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

Electric shock

The benefits payable for items 4 and 5 in the Table of Benefits will be doubled if the death or injury was directly caused by electric shock.

Funeral expenses

If We pay a benefit for item 5 in the Table of Benefits, We also pay Your Estate \$2,000 for funeral expenses.

Modification benefit

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

Rehabilitation benefit

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

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

6 Limits on benefits

6.1 If more than one type of injury is caused by an Accident, We pay only for the one that gives the highest benefit.

6.2 Any benefit paid for items 5-14 is reduced by any benefit paid for items 2 or 3 (and vice versa) if the benefits are all payable as a result of the one Accident.

6.3 We will only pay one Capital Sum Insured for the total of all:

- 6.3.1 injuries directly caused by all Accidents that occur; and
- 6.3.2 illnesses contracted during the Period of Insurance.

6.4 With items 1 and 3, We do not pay a benefit for more than one of them at the one time.

6.5 We will not pay a Weekly Benefit for more than the number of

weeks shown on the certificate of insurance as the Benefits Period as a result of any one injury or illness.

- 6.6 If You suffer a recurrence or aggravation of an injury or illness for which We have paid a Weekly Benefit within 6 months of returning to work, We will treat that recurrence or aggravation as a continuation of Your original injury or illness.
- 6.7 Weekly Benefits will be paid monthly in arrears.
- 6.8 We will deduct from any benefits paid under this policy any unpaid premium, or instalment of premium.

Special conditions that apply to this policy

Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a Medical Practitioner of our choice if You are claiming a benefit under this policy. We will pay the cost of any medical examinations We arrange.

Change of occupation

You must notify Us immediately if You change Your profession, business or occupation. In that event, We have the right to cancel Your policy, or to change the terms on which We are prepared to offer or continue cover.

Compensation from other sources

If You or Your Estate have been paid, or are entitled to be paid compensation for Your bodily injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy), the amount We have to pay under this policy is reduced by the amount of that compensation. If that compensation is received after We have paid a claim under this policy, then You and Your Estate have to refund what We have paid to the extent of that compensation received.

Medical advice

You must obtain and act on medical advice promptly if You are claiming benefits under this policy.

Claims Exclusion Period

When 'Claims Exclusion Period' and a number of weeks is shown on the

certificate of insurance, We do not pay any benefits for items 1 – 4 inclusive for the period shown.

Notice of a claim

You or anyone making a claim on this policy must give Us written notice with full details of any injury, illness, inability to work or death, as soon as possible after it occurs.

Special definitions that apply to words We use in this policy

Benefits Period means the number of weeks shown on the certificate of insurance as the 'Benefits Period'.

Capital Sum Insured means the amount shown on the certificate of insurance as the 'Capital Sum Insured'.

Claims Exclusion Period means the period shown on the certificate of insurance as the 'Claims Exclusion Period'.

Loss of Use means a total loss of the full effective use of the part of the body referred to in the Table of Benefits in this policy.

Medical Practitioner means a legally qualified medical practitioner currently registered to practice in the relevant location where treatment is provided who is acting within the scope of their registration and pursuant to the relevant laws.

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

Temporary Partial Disablement means a temporary inability to carry out a substantial part of the duties You normally undertake in connection with Your usual occupation, profession or business, but only if that inability commences within 12 calendar months of the Accident for which You are claiming under this policy.

Temporary Total Disablement means a temporary inability to carry out any of the duties You normally undertake in connection with Your usual occupation, profession or business, but only if that inability commences within 12 calendar months of the Accident or of the contracting of the illness for which You are claiming under this policy.

Weekly Benefit means the amount shown on the certificate of insurance as the 'Weekly Benefit'.

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Contact Us

NSW (02) 6363 7195

QLD (07) 3721 5100

SA (08) 8373 9200

TAS (03) 6331 5022

VIC (03) 9342 1200

WA (08) 9273 5333

Or call **1300 934 934**
for your local office

www.wfi.com.au

Head Office

184 Railway Parade
Bassendean WA 6054



WFI is a trading name of Wesfarmers
General Insurance Limited
ABN 24 000 036 279
AFSL 241461

