

# RESIDENTIAL BUILDERS

UNDERWRITING AGENCY



POLICY WORDING

BUILDING  
INDEMNITY  
INSURANCE  
- SOUTH  
AUSTRALIA

## Welcome to the financial security provided by RBUA Building Indemnity Insurance - South Australia Policy Wording.

This product is issued by Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as Great Lakes Australia ('Great Lakes Australia'). The information in this booklet is current at the date of preparation.

This product is distributed by Residential Builders Underwriting Agency Pty Ltd (ABN 55 604 481 521, AFSL 477528) ('RBUA') who act as our agent and do not act as your agent. The product is also distributed by other insurance intermediaries (brokers) who generally do act as your agent when you purchase this product.

We are happy to explain the benefits of this Policy. If you require further information please contact us on 1300 130 247.

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## RBUA BUILDING INDEMNITY INSURANCE

### - SOUTH AUSTRALIA

#### POLICY WORDING

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# IMPORTANT INFORMATION

## The Insurer

The insurer of this policy is Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576) trading as Great Lakes Australia ('Great Lakes Australia'). Great Lakes Australia is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Great Lakes Australia is regulated by the Australian Prudential Regulation Authority (APRA).

Great Lakes Australia is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No. 318603) issued pursuant to that Act. As a holder of an AFS Licence, Great Lakes Australia is regulated by the Australian Securities and Investments Commission (ASIC).

Great Lakes Australia is a branch office of Great Lakes Reinsurance (UK) SE, a limited liability company incorporated in England and Wales and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG ('Munich Re'), part of Munich Re (Group).

You may contact Great Lakes Australia in any of the following ways:

**Postal Address:** PO Box H35, Australia Square, Sydney, NSW 1215

**Street Address:** 143 Macquarie Street, Sydney, NSW 2000

**Tel:** (02) 9272 2050

**Website:** [www.gla.com.au](http://www.gla.com.au)

## The Agent

Residential Builders Underwriting Agency Pty Ltd (ABN 55 604 481 521, AFSL 477528) ('RBUA') arranges policies for and on behalf of Great Lakes Australia.

RBUA acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, RBUA acts as an agent for the insurer and not for you.

## Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are

not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those things before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your Duty of Disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract, or
- refuse to pay the claim
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

## Limitation or Exclusion of Rights Against Third Parties

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

## Interested Parties

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

The Application for this insurance, and carried out at the site described in the Certificate of Insurance.

## Cost of your Policy

The amount that we charge you for this insurance when you first acquire your Policy is called the premium. The total cost of your Policy is shown on your Policy schedule.

## Taxation Information

All references in this Policy to dollar amounts and the Contract price are inclusive of Goods and Services Tax (GST).

If you are not registered for GST in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to

## IMPORTANT INFORMATION (CONT'D)

claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input credit on the premium.

If you are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess.

### Privacy

Both RBUA and Great Lakes Australia are committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Australian Privacy Principles, an industry code approved under the Privacy Act 1988 (Cth).

We collect personal information from you for the purpose of issuing you with, and administering, this insurance product (including the handling and settlement of claims). RBUA also collects information from you to help develop and identify other products and services that may interest clients.

We will only disclose personal information about you to third parties where we believe it is necessary to assist us in providing our relevant services and products.

The parties to whom we may disclose your personal information include (but are not limited to) other insurers, reinsurers, reinsurance brokers, loss adjusters, external claims data collectors, investigators, agents and others involved in the claims handling process, some of whom may be located in overseas countries, or as required by law.

By submitting your personal information to us, you agree to us using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance application may not be accepted, or we may not be able to administer your Policy, or you may breach your Duty of Disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

You can request access to the personal information we hold about you and, where necessary, you can notify us in writing of changes so we can ensure that the information we hold about you is accurate, complete and up-to-date.

From time to time, we may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

Our Privacy Policies contain information on how you may access personal information that each of us hold, or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled. If you require more information, you can access the Great Lakes Australia Privacy Policy and Privacy Statement at [www.munichre.com/io/gla/en/privacy\\_statement.aspx](http://www.munichre.com/io/gla/en/privacy_statement.aspx). You can also download a copy of RBUA's Privacy Policy by visiting [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au).

If you require additional information or would like a copy of our privacy policies, our privacy officer's contact details are:

For Great Lakes Australia

**Mail:** Munich Re Australia, PO Box H35, Australia Square NSW 1215 Australia

**Email:** [privacyofficer@munichre.com](mailto:privacyofficer@munichre.com)

**Call:** 02 9272 8000

For RBUA

**Mail:** Steadfast Underwriting Agencies, P O Box A2016 Sydney South NSW 1235

**Email:** [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au)

**Call:** 02 9495 6500

### Our Agreement With You

This Policy is a legal contract between you and us.

You, or any other person insured under this Policy, must comply with all provisions of this Policy, otherwise there may be no claim payable under this Policy.

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

# IMPORTANT INFORMATION (CONT'D)

## Dispute Resolution Process

If you think we have let you down in any way, or our service is not what you expect (even if through one of our representatives), please tell us so we can help. We are committed to resolving your complaint fairly.

If you have a complaint:

- Contact us by phone on 02 9272 2157. You will be put in contact with someone who can help resolve your complaint.
- If you wish you can also write to us about your complaint to Attention:  
**Postal Address:** Great Lakes Australia, PO Box H35, Australia Square, Sydney, NSW 1215  
**Email:** [disputes@gla.com.au](mailto:disputes@gla.com.au)
- We will listen to you, consider the facts and respond to you within 15 business days. If we need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.
- If you are not satisfied with the resolution, then your complaint will be referred to the Dispute Resolution Officer.

We will send you our final decision within 45 days from the date you first made your complaint.

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can choose to have the matter resolved externally – with the Financial Ombudsman Service Ltd (FOS). This is an independent body and its services are free to you. As a member we agree to accept the FOS's decision.

You can contact the FOS by:

**Mail:** Financial Ombudsman Service Ltd,  
GPO Box 3, Melbourne, Victoria 3001

**Telephone:** 1300 78 08 08

**Fax:** +61 3 9613 6399

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

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

## General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice (the Code). The Code aims to raise standards of service between insurers and their customers. Great Lakes Australia's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1800 367 287 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

# DEFINITIONS

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

**Act** means the Building Work Contractors Act 1995 as amended from time to time.

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

**Builder** is the builder described in the **Application** provided the builder is a 'building work contractor' under the **Act**.

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

**Contract** means the contract between **you** and the **Builder** pursuant to which the **Work** is performed, or is to be performed.

**Domestic Building Work** means the same as it does in the **Act** and the **Regulations**.

**Dwelling** means the building described in the **Application** provided it is a house (as defined in the **Act** and the **Regulations**).

**Minor Domestic Building Work** means the same as it does in the **Act** and the **Regulations**.

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

**Regulations** means the Building Work Contractors Regulations 1996 as amended from time to time.

**Residential Building Work** means the same as it does in the **Act**.

**Statutory Warranty** means the same as it does in the **Act**.

## DEFINITIONS (CONT'D)

**We/us/our** means Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as Great Lakes Australia ('Great Lakes Australia')

**Work** means the **Domestic Building Work** which is performed or to be performed by the **Builder** to the **Dwelling** under the **Contract**.

**You/your/yours** means the person on whose behalf the **Work** is performed or is to be performed, and any successor in title to that person.

## OUR COVER

This **Policy** is intended to comply with the requirements set out under the **Act** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Act** shall be read and be enforceable as if it complies with the **Act**.

**We** will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if by reason of the insolvency, death or disappearance of the **Builder**, **you** suffer:

- a) loss or damage resulting from your inability to enforce or recover under a **Statutory Warranty**;
- b) loss or damage resulting from non-completion of the **Work**.

### Certificate of Insurance

Even though **you** or another person who applies for this insurance may be required to pay the premium when lodging an **Application**, **we** may refuse to accept the **Application**. The **Work** is not covered until **we** have provided to **you** or that other person a **Certificate of Insurance** evidencing insurance for the **Work**.

## EXCLUSIONS

- a) **We** will not pay if **you** are the **Builder**.
- b) **We** will not pay if **your** claim relates to **Domestic Building Work** which is exempted under the **Act**, including **Minor Domestic Building Work**.

### Period of Cover

This **Policy** provides cover for loss arising from noncompletion of the **Work** for a period of 12 months after the failure to commence, or cessation of, the **Work** the subject of the **Contract**. This **Policy** provides cover for other claims in respect of the **Work** provided the claims are made within the period of 5 years from the **Completion** of the **Work**.

### We Will Pay

**We** will pay up to, but not more than \$80,000 (or such other amount prescribed under the **Act**) in the aggregate, for all claims in relation to the **Work** in respect of a single **Dwelling**.

### We Will Not Pay

**You** must pay the first \$400 of each claim.

# CLAIMS PROCEDURE

1. **You** should notify **us** of any facts or circumstances which may give rise to a claim as soon as **you** become aware of them.
2. **You** must make a claim within 90 days from the date on which **you** become aware of the grounds for the claim.
3. Upon making a claim under this **Policy**, **you** must give **us** any assistance, information or documents which **we** request. This includes giving **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so.
4. **You** must use **our** claim form to make a claim.
5. **You** must not make any admissions, offer, promise or payment in connection with any claim.

# CONDITIONS

- a) **We** are not entitled to avoid liability under this **Policy** for failure to comply with the duty of disclosure or misrepresentation by the **Builder**.
- b) **We** are entitled to recover from the **Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) **You** must comply with **your** obligations under the **Policy**. Otherwise **we** may not have to pay **your** claim(s).
- d) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) The cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.

## Jurisdiction

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

## How We Will Communicate

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





Residential Builders Underwriting Agency Pty Ltd ('RBUA')  
ABN 55 604 481 521, AFSL 477528

Level 9, 11–33 Exhibition Street  
Melbourne, VIC 3000  
Ph 1300 130 247, Fax 1300 662 215

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trading as Great Lakes Australia.