



Home Indemnity Insurance - Western Australia

Policy Wording

Welcome to the financial security provided by Calliden Home Indemnity Insurance - Western Australia Policy Wording

This product is issued by Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438). The information in this booklet is current at the date of preparation.

This product is distributed by Calliden Agency Services Limited (CASL) (ABN 15 096 726 895, AFSL 234437) 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 1800 805 899.

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Important Information

The Insurer

The insurer of this policy is Calliden Insurance Limited (Calliden) ABN 47 004 125 268. Calliden is a wholly-owned subsidiary of Calliden Group Limited which is an Australian company listed on the ASX. Calliden 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, Calliden is regulated by the Australian Prudential Regulation Authority (APRA).

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No. 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. You may contact Calliden in any of the following ways:

- Tel: +61 2 9551 1111
- Postal Address: PO Box 348, Milsons Point NSW 1565
- Email: through our website www.calliden.com.au

The Agent

Calliden Agency Services Limited (CASL)
ABN 15 096 726 895, AFSL 234437

CASL arranges policies for and on behalf of Calliden. CASL 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, CASL 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, under the Insurance Contracts Act 1984, to tell us of everything that you know, or could reasonably be expected to know, 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 legal duty to inform us of those things before you renew, extend, vary, or reinstate your contract of general insurance.

Your duty however does not require disclosure of things 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.

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

Important Information (cont'd)

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 CASL and Calliden 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 National 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).

CASL 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, 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.

If you require additional information or would like a copy of our privacy policies, please contact us through the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone +61 2 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point, NSW 1565

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.

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 CASL by phone on +61 2 9551 1111. 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:
The Customer Relations Manager,
PO Box 348, Milsons Point, NSW 1565, or by email to servicefeedback@calliden.com.au

Important Information (cont'd)

- 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

Email: info@fos.org.au

General Insurance Code of Practice

Calliden 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. Calliden'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 1300 78 08 08 or visit 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 Home Building Contracts Act 1991 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 builder 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, provided the contract is a **Residential Building Work Contract** or a **Home Building Work Contract**.

Cost of the Work means the cost of the **Work** within the ambit of sections 25A, 25D(2) and 25D(3) of the **Act**.

Cost Plus Contract means the same as it does in the **Act**.

Developer means the same as it does in the **Act**.

Disappearance means cannot be found after due search and enquiry.

Dwelling means the building described in the **Application**.

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

Insolvency means the same as it does in the **Act**.

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

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

Residential Building Work Contract means a contract, other than a **Cost Plus Contract**, between the **Builder** and the person on whose behalf the **Work** is performed for the performance by the **Builder** of **Work**, but does not include a contract for the performance by the **Builder** of **Work** for another builder who is in turn obliged to perform the **Work** under another contract.

We/us/our means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438)

Work means the **Residential Building Work** which is to be performed by the **Builder** or on the **Builder's** own behalf 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 (other than indirect, incidental or consequential loss or damage) resulting from non-completion of the **Work**;
- b) loss or damage resulting from **your** inability to pursue a remedy in respect of the **Work** under section 12A of the Builders' Registration Act 1939;
- c) the loss of any amount paid by way of a deposit for 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 **you** are a **Developer**.
- c) **We** will not pay if **your** claim relates to **Residential Building Work** which is exempted under the **Act**.
- d) **We** will not pay any claim if the **Cost of the Work** is \$20,000 or less.
- e) **We** will not pay any claim in respect of indirect, incidental or consequential loss or damage resulting from non-completion of the **Work**.
- f) **We** will not pay any claim for loss of an amount paid by way of a deposit for the **Work** if, under the **Contract**, the **Builder** was entitled to receive from **you**:
 - i. before the commencement of the **Work**, a deposit of more than 6.5 percent of the total amount payable under the **Contract** (or payment which is not of a prescribed kind);
 - ii. after the commencement of the **Work**, any payment which is not a genuine progress payment for **Work** already performed or materials or services already supplied (or payment which is not of a prescribed kind).
- g) **We** will not pay any claim for loss of a deposit or any claim resulting from non-completion of the **Work** due to the **Insolvency**, death or **Disappearance** of the **Builder** if the **Contract** for the **Work** is a **Cost Plus Contract**.

Period of Cover

This **Policy** provides the cover for claims in respect of the **Work** which are made before the expiration of the 6 year period after practical completion (as defined under the **Act**) of the **Work**.

We Will Pay

1. **We** will pay up to, but not more than \$100,000 (or such other amount prescribed under the **Act**), or the **Cost of the Work** in the aggregate, for all claims in relation to the **Work**, whichever is the lesser.
2. **We** will pay up to, but no more than \$20,000 (or such other amount prescribed under the **Act**) for any amount paid by way of a deposit for the **Work**.

We Will Not Pay

You must pay the first \$500 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. **We** do not have to pay a claim unless it is made before the expiration of the 6 year period from the day of practical completion (as defined under section 11 of the **Act**) of the **Work**.
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** or, in the case of a claim by a successor in title, by the person on whose behalf the **Work** was performed.
- 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**.

Other Matters

Jurisdiction

This **Policy** is governed by the law of Western Australia. The law of Western 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.



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