

# calliden

## Home Warranty Insurance - Western Australia

### Insurance Policy

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## Important Information

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### Duty of Disclosure

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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

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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

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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.

### Privacy

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Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your Policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

### Our Agreement With You

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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.

### Taxation Information

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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.

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## Important Information (cont'd)

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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.

### Dispute Resolution Process

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#### How You Can Resolve a Complaint You Have with Us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance Policy.

#### Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance Policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565

#### How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.

- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

#### If Your Complaint is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

#### General Insurance Code of Practice

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Calliden is a signatory to the General Insurance Code of Practice (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](http://www.codeofpractice.com.au)

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## Definitions

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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, AFS License No.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.

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## Our Cover

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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

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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**.

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## Exclusions

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- 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

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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

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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

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**You** must pay the first \$500 of each claim.

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## Claims Procedure

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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.

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## Conditions

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- 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**.

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## Jurisdiction

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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.

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## How We Will Communicate

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- 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.

powered by  
**calliden**

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