

# Domestic Construction

## INSURANCE POLICY

**Owner Builders'**  
Victoria

POLICY





# Policy Wording

## 1 Owner builders warranty insurance

Owner builders warranty insurance protects the person who purchases a house built by an owner builder and the subsequent homeowners. The policy covers loss or damage resulting from a breach of statutory warranty because of:

- Death; or
- Disappearance; or
- Insolvency

of the owner builder.

An owner builder takes out this insurance policy, but the beneficiary is the homeowner or subsequent homeowner.

The owner builder must provide an Owner Builders Warranty Certificate to the beneficiary when they sell the home. In addition, a copy of the Owner Builders Warranty Certificate will be provided to the owner builder and the local authority/council.

A copy of this policy wording is held by the owner builder and a copy is also provided to each homeowner with the Certificate.

## 2 The insurer

### QBE Insurance (Australia) Limited

ABN: 78 003 191 035

82 Pitt Street

SYDNEY NSW 2000

## 3 Your policy terms and conditions

- 3.1 Some words in this **policy** have special meaning. Those words appear in the **policy** in **bold**. What they mean is set out in section 16.

## 4 Who is covered by this policy?

- 4.1 **You** are the person covered under this policy.  
**We** do not cover anyone except **you**.

## 5 What is covered by this policy?

### Primary cover

- 5.1 **We** will pay for loss or damage arising from a breach of a **statutory warranty** implied into the **sale contract** by the **Act** but only if **you** cannot recover compensation from the **owner builder** or have the **owner builder** rectify the loss or damage because of the **insolvency**, death or **disappearance** of the **owner builder**.

### Supplementary cover

- 5.2 **We** will also pay for the cost to **you** of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in clauses 5.1. **We** will not pay for accommodation or storage costs for any period of accommodation or storage that exceeds 60 days).

## 6 How much will we pay?

### General

- 6.1 **We** may do two things, at **our** option, when **we** pay a claim under this **policy**. **We** will either make good the loss or damage or pay the amount of that loss or damage.

### Excess

- 6.2 **We** will not pay the following amounts for each claim for each **home** in each **building** insured under this **policy**:

- 6.2.1 any amount for claims under \$500 made between 3 and 12 months after **completion** of the **work**;
- 6.2.2 the first \$500 for claims made between 1 and 3 years after **completion** of the **work**;
- 6.2.3 the first \$750 for claims made between 3 and 5 years after **completion** of the **work**; and
- 6.2.4 the first \$1000 for claims made later than 5 years after **completion** of the **work**.

- 6.3 The amounts set out in clause 6.2 will be applied only once in relation to:

- 6.3.1 any claim comprising more than one defect; or
- 6.3.2 two or more claims that relate to the same defect.

- 6.4 For the purposes of clause 6.2:

- 6.4.1 a claim of \$500 or more may relate to more than one defect, if the loss or damage for any one or more of those defects is less than \$500.
- 6.4.2 the date a claim is made is the date that **you** notify **us** of circumstances that may give rise to a claim or the date the claim is made, whichever is the earlier.

6.4.3 To avoid doubt, no amount is payable by **you** or applied to **you** under clause 6.2 for loss or damage arising between the date of the **sale contract** and the date that is 3 months after the completion date, if the **sale contract** is entered into before the end of three months after the completion date.

#### Other limitations

6.5 The following limitations also apply to what **we** will pay **you** under this **policy**:

6.5.1 Subject to clause 6.5.2, **we** will not pay more than \$200,000 in total in the aggregate for all claims under this **policy** for each **home**. This amount includes the reasonable legal costs that **you** incur in connection with a successful claim against **us**.

6.5.2 If any claims are paid for loss or damage that relates to **common property**, the amount payable under clause 6.5.1 will be reduced by the amount calculated by dividing the amount paid by **us** for those claims divided by the number of **homes** in the building containing the **common property**.

6.6 The limitations in clause 6.5 include the amounts payable under clause 5 and 6.2.

#### 7 What we don't pay

7.1 **We** will not pay under this **policy**:

7.1.1 for claims in the nature of damages (liquidated or otherwise), fines or penalties for delay. However, this limitation does not extend to any increase in rectification costs caused by the passing of time.

7.1.2 in respect of a warranty that all materials used in the **work** were new, to the extent that any of the materials were not new if:

- (a) a condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or
- (b) it was apparent from the nature of the **work** that the materials were not new.

7.1.3 for loss or damage relating to landscaping, paving, retaining structures, driveways or fencing, other than (and to the extent that) the **work**:

- (a) is integral to the **construction** of the **building**;
- (b) requires the issue of a building permit under the **Act**;
- (c) could result in water penetration of or within the **building**;
- (d) could adversely affect health or safety;
- (e) adversely affects the structural adequacy of the **building**; or
- (f) is not completed.

7.1.4 for loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**.

7.1.5 in relation to a defect in, or repair of damage to, **structural elements** in the non-residential part of a **building** that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it.

7.1.6 for loss or damage caused by the normal drying out of the **building** if the **owner builder** has taken all reasonable precautions in allowing for the normal drying out when carrying out the **work**.

7.1.7 for damage due to or made worse by the failure by **you** to take reasonable and timely action to minimise the damage.

7.1.8 in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus.

7.1.9 in relation to damage to **work** or materials that is made outside the reasonable life time of that **work** or materials or the manufacturer's warranty period for the materials.

7.1.10 for legal liability resulting from any event unless expressly insured under this **policy**.

- 7.1.11 in relation to any matter before this policy started (subject to clause 11.1).
- 7.1.12 in relation to visible defects in the **work** of which **you** should reasonably have been aware when acquiring the **building**, including any defect or incomplete **work** that is referred to in a report prepared in accordance with section 137B of the **Act**.
- 7.1.13 in relation to an interest in the **building** that is not **your** interest.
- 7.1.14 in relation to a defect due to a faulty design provided by **you** or a previous owner (other than the **owner builder**).
- 7.1.15 where the damage is due to, or increased by, the affected part of the **building** being used primarily for non-residential use.
- 7.1.16 for loss, damage or defects due to:
- (a) an act, error or omission of someone other than the **owner builder** or someone contracted by the **owner builder**.
  - (b) faulty or unsuitable materials supplied by **you** or a **developer**.
- 7.1.17 arising from, connected with or relating to personal injury, death, disease or illness of a person or for injury to or impairment of a person's mental condition.
- 7.1.18 for consequential loss of any kind, including loss of rent or other income, loss of value, loss of opportunity, inconvenience or distress, unless expressly insured under this **policy**.
- 7.1.19 for any claims connected with or relating to:
- (a) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
  - (b) fraud or dishonest conduct by **you** of any kind.
  - (c) any **terrorism**.
  - (d) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion.
  - (e) the existence or use of asbestos products and/or products containing asbestos in the **building** or on or in the land on which the **building** is built.
  - (f) mechanical or electrical breakdown, not attributable to the workmanship of, or the installation by the **owner builder**.
  - (g) **your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers.
  - (h) the action of vermin, termites, moths or other insects, unless, and to the extent that, the work involved the treatment of the termites, moths or other insects or the prevention of the action of the vermin, termites, moths or other insects.
- 7.1.20 for claims insured under another policy of insurance issued under the **Act**.
- 7.1.21 for any loss, claim, cost, expense or obligation of any kind directly or indirectly arising from or relating to mould, fungus, mildew or spores unless, and to the extent that, the **work** involved the treatment of mould, fungus, mildew or spores or the prevention of mould, fungus, mildew or spores.
- 7.1.22 for any claims that were allowed to be excluded by the **Act** or the **Order** as at the date the **certificate of insurance** was issued.

## 8 How long are you covered for?

### Non-structural defects

- 8.1** This **policy** covers loss or damage arising from a **non-structural defect** occurring during the period commencing on the date of the **sale contract** and ending 2 years after the **completion** of the **work**.

### Other causes

- 8.2** This **policy** covers loss, damage or expense, from a cause other than a **non-structural defect**, occurring during the period commencing on the date of the **sale contract** and ending 6 years after the **completion** of the **work**.

## 9 How long do you have to claim?

- 9.1** You must notify us of the death, **disappearance** or **insolvency** of the **owner builder** within 180 day of you becoming aware of that event or happening or when you might reasonably be expected to have become aware of that event or happening (whichever is the earlier).
- 9.2** If you notify us of a **structural defect** or other defect, you are taken to have given notice of every defect to which the defect is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

## 10 Making a claim

- 10.1** You must make a claim by completing our claim form. The claim form is available on our website [www.qbe.com](http://www.qbe.com).
- 10.2** In answering any questions you must be honest and tell us everything you know. We will use this information to decide whether to pay a claim.
- 10.3** If we have not determined a written claim within 90 days of receipt of the claim (or within any extension of time granted to us by you or the tribunal) we are deemed to have accepted liability for the claim.
- 10.4** You must:
- 10.4.1 comply with our reasonable directions in relation to completion or rectification of the work. This includes giving us, our nominated builder and your builder, reasonable access to inspect, rectify or complete the work (unless you have reasonable grounds to refuse access, including loss of confidence in our builder);
  - 10.4.2 not undertake any rectification work without notifying us, unless that work is reasonably necessary to prevent or minimise further loss or damage.
  - 10.4.3 not make any admissions, offer, promise, payment or incur any cost or expense in connection with any claim, without our written consent.
  - 10.4.4 give us any assistance, information or documents which we request.

**10.5** We will acknowledge receipt of your claim notification within 5 business days. At this time we will confirm that we have all the required information or we will tell you of any other information needed to enable us to assess your claim.

**10.6** We will notify you within 30 business days of receiving all the information necessary to assess your claim, if we accept that the **owner builder** is dead, has **disappeared** or is **insolvent**.

## 11 Failures by the owner builder

- 11.1** We will not either refuse to pay a claim under this policy or reduce any liability under this policy on the ground that the **owner builder**:
- 11.1.1 failed to comply with the duty of good faith;
  - 11.1.2 failed to comply with the duty of disclosure;
  - 11.1.3 made representations to us;
  - 11.1.4 failed to comply with a provision or requirement of the policy;
  - 11.1.5 by act or omission prejudiced our interests; or
  - 11.1.6 failed to pay the policy premium.
- 11.2** We may, however, recover from the **owner builder** any amount we pay under this policy in those circumstances.

## 12 Other important matters

### Complaints

- 12.1** We believe that it is important that the good relationship we have with our clients is not damaged through any misunderstanding or dispute that may arise from our products or services.
- 12.2** Therefore, if you are:
- 12.2.1 uncertain about any aspect of your insurance cover or any claim you have made on this policy; or
  - 12.2.2 concerned with delays in processing; or
  - 12.2.3 dissatisfied with any response from us or our agents including loss adjusters or investigators;
- please make your concerns known to the staff in our Branch Office, in the first instance. Our Branch Staff have the knowledge and skills to resolve most misunderstandings that arise.

**12.3** However, if any issue or complaint remains unresolved to **your** satisfaction, the matter can be referred to **our** Internal Dispute Resolution Panel. This Panel comprises senior managers who have the authority to review **your** dispute and attempt to reach an amicable outcome with **you**. It is **our** aim to respond to **your** complaint within 10 working days. If **our** internal dispute resolution process fails to satisfy **your** concerns, **you** are still able to use the options available to **you** through the normal legal process.

**12.4** **Our** contact details are on page three of this **policy**.

#### **Our rights and obligations**

**12.5** **We** may, at **our** discretion, fulfil **our** obligations under this **policy** by either engaging or paying a builder to repair or rectify loss or damage or paying **you** the cost to **you** of doing so.

**12.6** Subject to clause 12.7 and 12.8, **you** must comply with **your** obligations under the **policy**, otherwise **we** may not have to pay **your** claim(s).

**12.7** **We** will not reduce **our** liability or any amount payable under this **policy** by reason only of a delay in notification of a claim if **you** notified **us** in writing of the death, **disappearance** or **insolvency** of the **owner builder** within 180 days of **you** first becoming aware or when **you** might reasonably be expected to have become aware (whichever of the earlier) of that event or happening; or

**12.8** **We** will not reduce **our** liability to **you** under this **policy** because **you** have failed to comply with any of the requirements in clause 10.4, unless, and only to the extent that, **your** failure increased **our** liability under this **policy**.

**12.9** If **we** have notice of proceedings before the **tribunal** about the **work**, **we** will accept as determinative of the issues any finding made by the **tribunal**:

12.9.1 as to whether any of the following events has occurred:

- (a) the non-completion of the **work**;
- (b) loss or damage for the purposes of clause 5.1 of this **policy**;
- (c) an event referred to in clause 5.2 of this **policy**; and

12.9.2 if so, as to the amount of the loss or damage suffered by **you** as a result of the matters mentioned in paragraph 12.9.1.

**12.10** **We** will notify the Building Practitioners Board (at the times and in the manner agreed with the Board) in the event that:

12.10.1 the **owner builder** is refused insurance by **us** or ceases to be eligible to renew or procure insurance from **us** or, in respect of **work** performed prior to the commencement of the **Order**, fails to purchase or maintain the required insurance (if **we** are aware of that failure); and

12.10.2 any claim under this **policy** is settled by agreement or otherwise.

**12.11** **We** will provide a **certificate of insurance** in the form required by the **Order** in respect of the **building** to the **owner builder** immediately on the issue of the **policy** or, at any time after that date, at the request of **you** or the **owner builder**.

#### **Loss prevention**

**12.12** **You** must take all reasonable steps to prevent and/or minimise any act, error or omission or event which might cause or contribute to a claim under this **policy**. This includes taking reasonable steps to prevent access to any person for the purpose of removing goods and materials in lieu of payment.

#### **Recovery from others**

**12.13** If **we** pay a claim, **we** are entitled to be subrogated to **your** rights to recover against any other party (including the **owner builder** or a contractor or supplier or a liquidator or administrator or the estate of the **owner builder**) to the extent of the amount paid by **us**.

**12.14** **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect of a loss or damage. If **you** do, **our** liability to **you** is reduced to the extent that **we** can no longer recover from that other party as a result of **your** actions.

**12.15** **You** must provide **us** with reasonable assistance to recover damages or contribution from any other person.

## Goods and services tax

- 12.16 Despite the other provisions of this **policy**, **our** liability to **you** will be calculated taking into account any input tax credit to which **you** would have been entitled to for any acquisition which is relevant to **your** claim.
- 12.17 Unless stated otherwise, all amounts payable by **us** under this **policy** and all **policy** limits are inclusive of GST.
- 12.18 'GST', 'input tax credit' and 'acquisition' have the meaning given under the A New Tax System (Goods and Services Tax) Act.

## Application of laws

- 12.19 This **policy** is subject to the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act (including section 54 of that legislation).

## 13 Conflict with the Order

- 13.1 This **policy** is intended to comply with the requirements set out under the **Order**. However, if this **policy** conflicts with, or is inconsistent with the **Order**, the **policy** must be read and enforceable as if it complies with the **Order**.

## 14 The owner builder's duty of disclosure

- 14.1 Before a person enters into a contract of general insurance with an insurer, that person has a duty, under the Insurance Contracts Act, to disclose to the insurer every matter they know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms.
- 14.2 You, the **owner builder**, have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.
- 14.3 Your duty however does not require disclosure of any matter:
  - 14.3.1 that diminishes the risk to be undertaken by the insurer.
  - 14.3.2 that is of common knowledge.
  - 14.3.3 that your insurer knows or, in the ordinary course of its business, ought to know.
  - 14.3.4 as to which compliance with your duty is waived by the insurer.

## 15 Privacy promise

- 15.1 As this **policy** is entered into by an owner builder and the beneficiary will be the homeowner(s), this privacy promise will apply to both those parties as appropriate. The owner builder will need to provide information to enable the policy to be issued and information about the homeowner will be obtained to enable the **certificate of insurance** to be issued. In the event of a claim, further information may be required about either or both parties.
- 15.2 **We** are bound by the General Insurance Information Privacy Code, an industry code approved under the Privacy Act 1988 (Cth). **We** are committed to safeguarding **your** privacy and the confidentiality of **your** personal information. **We** will only collect personal information from **you** or about **you**, or the owner builder, which is relevant to this insurance policy, assessing and processing claims and use it in a way **you** would reasonably expect.
- 15.3 The personal information collected may include personal details, construction details financial information and arrangements.
- 15.4 Without this personal information **we** may not be able to issue insurance cover or process claims.
- 15.5 **We**, or **our** authorised agent may disclose personal information to:
  - 15.5.1 a financial institution, credit provider, credit/trade reference company, **your** major creditors including building material suppliers, accountant or other insurer (for the purpose of assessing the builder prior to a **policy** being issued);
  - 15.5.2 an investigator, assessor or State or Federal authority (for the purpose of investigating or assessing an application or a claim).
  - 15.5.3 a lawyer or recovery agent (for the purpose of defending an action or recovering **our** costs).
  - 15.5.4 another insurer (for the purpose of seeking recovery or to assist them to assess insurance risk) or a reinsurer who may be located overseas.
  - 15.5.5 any insurance reference bureau (for the purpose of recording any claims made upon **us** under this **policy**).
- 15.6 Personal information may also be obtained from the above people or organisations.

## 16 Words with special meanings

16.1 The following definitions apply in this **policy**:

### Act

The Building Act 1993 and regulations. The regulations when referred to separately are referred to as the **regulations**.

### Building

The **home(s)** described in the **certificate of insurance**.

### Building site

The place where **work** is **carried out** or is to be **carried out**.

### Carry out or Carried out

Includes manage or arrange the carrying out.

### Certificate of insurance

The certificate the **we** produce that includes important information and details about this **policy**. The **certificate of insurance** will be evidence of the issue of this **policy**.

### Common property

The common property of a building on land in a plan of subdivision containing common property.

### Completion (of domestic building work)

- The date of issue or the occupancy permit in respect of the **building** (whether or not that permit is subsequently cancelled or varied).
- If an occupancy permit is not issued, the date of issue under part 4 of the certificate of inspection of the **domestic building work**.
- In any other case, the date of practical completion of the **domestic building work**.

### Construction

- Build, rebuild, erect or re-erect the **building**;
- Make alterations to the **building**;
- Enlarge or extend the **building**; or
- Cause any other person to do, or manage or arrange the doing of, any of the above in relation to the **building**.

### Developer

Any building owner or other person for who 3 or more **homes** are or will be built on any one **building site** or more than one **building site**.

### Disappearance

Includes cannot be found, after due search and enquiry.

### Domestic Builder Act or Domestic Building Regulations

Respectively, the Domestic Building Contracts Act 1995 and the regulations made under that legislation.

### Domestic building contract

A contract for the provision of **domestic building work**.

### Domestic building work

The following work:

- the erection or construction of a **home**, including;
  - any associated work including but not limited to, landscaping, paving and the erection or construction of any building or fixture associated with the home (such as retaining structures, driveways, fencing, garages, workshops, swimming pools or spas); and
  - the provision of lighting, heating, ventilation, air conditioning, water supply, sewage or draining to the **home** or the property on which the home is, or is to be;
- the renovation, alteration, extension, improvement or repair of a home;
- any work such as landscaping, paving or the erection or construction of retaining structures, driveways, fencing, garages, workshops, swimming pools or spas that is to be carried out in conjunction with the renovation, alteration, extension, improvement or repair of a **home**;
- the demolition or removal of a **home**;
- any work associated with the construction or erection of a building:
  - on land zoned for residential purposes under a planning scheme under the Planning and Environment Act 1987 (Vic); and
  - in respect of which a building permit is required under the **Act**;
- any site work (including work required to gain access, to remove impediments to access, to a **building site**) related to work referred to above;
- the preparation of plans or specifications for the carrying out of work referred to above; or
- any work that the **Domestic Building Regulations** state is building work for the purposes of the **Domestic Building Act**.

Domestic building work does not include:

- any work that the **Domestic Building Regulations** state is not building work to which the **Domestic Building Act** applies;
- any work in relation to a farm building or proposed farm building (other than a **home**);
- any work in relation to a building intended to be used only for business purposes;
- any work in relation to a building intended to be used only to accommodate animals;
- design work carried out by an architect or a building practitioner registered under the **Act** as an engineer or a draftsman;
- any work involved in obtaining foundations data in relation to a **building site**; or
- the transporting of a building from one **building site** to another.

### Home

Any residential premises or part of any other premises that is used as residential premises.

Home does not include:

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

### Insolvency

- In relation to an individual, that the individual is insolvent under administration (within the meaning of the Corporations Act 2001).
- In relation to a body corporate, that the body corporate is an externally-administered body corporate administration (within the meaning of the Corporations Act 2001).

### Non-structural defect

A defect in the **building** other than a **structural defect**.

### Order

Domestic Building Insurance Ministerial Order under the **Act** no. S98 issued on Friday 23 May 2003.

### Owner builder

The owner builder that owns the land the subject of the **sale contract** and is named in the certificate of insurance as the **owner builder**.

For the purposes of the cover **we** give in clauses 5.1 and 5.2, owner builder includes any person contracted by the **owner builder** to perform the **work**.

### Policy

This policy wording, any endorsements and the **certificate of insurance**.

### Sale contract

A contract for the sale of land containing the **building** entered into by the **owner builder** and to which section 137B of the **Act** applies.

### Statutory warranty

Each of the following warranties implied by the **Act**:

- That the **work** will be performed in a proper and workmanlike manner.
- That all materials used will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- That the **work** will be done in accordance with, and will comply with, the **Act** and any other law.

### Structural defect

Any defect in a **structural element of a building** that is attributable to defective design, defective or faulty workmanship or defective materials (or a combination of these) and that:

- results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;
- prevents, or is likely to prevent, the continued practical use of the building or any part of the building;

- results in, or is likely to result in:
  - the destruction of the building or any part of the building; or
  - physical damage to the building or any part of the building; or

results in, or is likely to result in a threat of imminent collapse that may reasonably be considered to cause destruction of the building or physical damage to the building or any part of the building.

### Structural element

Any component or part of an assembly which provides necessary supporting structure to the whole or any part of the building.

### Structural element of a building

- Any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including (but not limited to) foundations, floors, walls, roofs, columns and beams.
- Any component (including weatherproofing) that forms part of the external walls or roof of the building.

### Terrorism

Any act, or the preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division any such government, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a sector of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

### Tribunal

The Victorian Civil and Administration Tribunal established by the Victorian Civil and Administration Tribunal Act 1998.

### We/our/us

QBE Insurance (Australia) Limited ABN 78 003 191 035.

### Work

**Domestic building work** which is done or is to be done by the **owner** to the **building** before the **sale contract** was entered into.

### You/your

- Any person entitled to the benefit of the **statutory warranties** in the **sale contract** and any successor in title to that person.
- If the work is carried out on a plan or subdivision containing **common property**, the body corporate for the land or the **building** on that land.

You/your does not include:

- Any **developer**;
- The **owner builder**;
- A register building practitioner; or
- Any related bodies corporate of those above, within the meaning of section 50 of the Corporations Act 2001.

**16.2** A reference to any legislation is a reference to the legislation as amended from time to time.



