

## Public & Products Liability Insurance

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### Endorsements (see quote and certificate for details of which endorsements apply)

#### AU01 – SUB-CONTRACTORS EXTENSION

We agree to indemnify any sub-contractor for their liability for Personal Injury and/or Property Damage (other than to property belonging to You) that is directly caused by their performance of work for You, but only to the extent that we would cover You for Your liability to a third party had it made a claim against You in respect of circumstances giving rise to the sub-contractor's liability.

PROVIDED ALWAYS THAT:

- a) the work performed by the subcontractor is part or all of the work that You have a contract to perform for a third party; and
- b) Our liability shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract to perform the work and the Limit of Liability regardless of the number of persons claiming to be indemnified; and
- c) where a sub-contractor makes a claim under this Extension, Exclusion 3.10 Employer's Liability shall apply so that the Insurer shall not provide indemnity for that sub-contractor's liability for Personal Injury to any person in the service of either:
  - (i) the Insured; or
  - (ii) that sub-contractor.

We will not exercise our rights of subrogation under General Condition 5.14 Subrogation and Allocation of the Proceeds of Recoveries in respect of the sub-contractor.

All other terms and conditions of this Policy otherwise remain unchanged.

#### CTR 002 – HAZARDOUS PREMISES EXCLUSION

The Insurer shall not provide indemnity against liability caused by or arising from any work undertaken by or on behalf of the Insured in, on or in connection with

- (a) steeples, blast furnaces, dams, canals, viaducts, bridges, or tunnels;
- (b) towers, chimney shafts or stacks exceeding 10 metres in height;
- (c) aircraft, airports, aerodromes, or launch facilities for spacecraft, rockets, missiles or satellites;
- (d) ships, docks, piers, wharves, quays, breakwaters or sea or river walls or defensives;
- (e) collieries, mines, chemical works, gas works, oil refineries; offshore rigs, platforms or installations; power stations; or bulk oil, petrol, gas or chemical storage tanks or chambers.

#### CTR 003 – USE OF HEAT EXCLUSION

We do not cover any liability caused by or arising from the use by You of welding or flame-cutting equipment, blow lamps, blow torches, or hot air guns away from Your own premises.

#### CTR 006 – BONFIRE EXCLUSION

We do not cover any liability caused by or arising from any bonfire used for the burning of waste away from the Your own premises.

#### CTR 007 – TREE FELLING / LOPPING EXCLUSION

1. We do not cover any liability:
  - a) caused by or arising from the use by You of flame guns, or other flame apparatus, for the burning-off of plants, trees, shrubs, weeds or grass;
  - b) caused by or arising from the use by You of explosives
  - c) for damage to any property situated within one and a half times the height of any tree being felled.
2. We do not cover any liability caused by arising from or in connection with the felling of any tree which is less than its own height in distance from any public road or footpath, unless the appropriate local authority has

been notified and has provided its agreement to the closure of the section of road or footpath, which is in the vicinity of such tree during the course of felling.

#### CTR 009 – DEPTH LIMIT

We do not cover any liability caused by or arising from any work undertaken by You at a depth greater than 3 metres from the surface of the ground.

#### CTR 010 – HEIGHT LIMIT

We do not cover any liability caused by or arising from any work undertaken by You at a height greater than 10 metres from the surface of the ground or floor.

This height restriction shall be reduced to 6 metres where Your Business is involved in the installation, repair and/or maintenance of guttering.

#### CTR 017 – HEAT CONDITIONS (INCLUDING WELDING)

It is agreed that where the Insured has complied with and is currently compliant with Australian Standards 1674.1 – 1997 and 1674.2 – 2003 Safety and Welding in Allied Processes (or any subsequent amendments) we will cover liability for Personal Injury and/or Property Damage arising from or in connection with heat producing or spark producing activities.

#### CTR 018 – UNDERGROUND SERVICES EXCLUSION

We do not cover any liability caused by, arising from or in connection with damage to any underground services unless before any excavation work is carried out:

- 1) Dial Before You Dig (call on 1100, or [www.1100.com.au](http://www.1100.com.au)), is used to locate the position of all underground services;
- 2) the location of such services has been conveyed to those who are carrying out such work on Your behalf;
- 3) a written record is maintained of the precautions taken in respect of any excavation; and
- 4) a method of work has been adopted which minimises the risk of damage to such services.

#### CTR 021 – INJURY TO PARTICIPANT EXCLUSION

We do not cover any liability caused by or arising from any injury to any participant.

#### CTR 022 – USE OF HEAT (OTHER THAN SOLDERING IRONS AND HOT AIR GUNS) EXCLUSION

We do not cover any liability caused by or arising from the use by You of welding or flame-cutting equipment, blow lamps or blow torches away from Your own premises. This exclusion does not apply to the use by You of soldering irons and hot air guns.

#### CTR 026 – INJURY AND/OR DEATH TO ANIMALS

We do not cover any liability caused by or arising from any injury and/or death to animals.

#### CTR 030 – PLUMBING EXCLUSION

We do not cover any liability caused by or arising from any plumbing work.

#### CTR 031 – TREE FELLING AND LOPPING EXCLUSION – GARDENERS

1. We do not cover any liability:
  - a) caused by or arising from the use by You of flame guns, or other flame apparatus, for the burning-off of plants, trees, shrubs, weeds or grass;
  - b) caused by or arising from the use by You of explosives;
  - c) for damage to any property situated within one and a half times the height of any tree being felled;
  - d) caused by or arising from the felling or lopping of any tree or shrub at a height greater than 3 metres from the surface of the ground.
2. We do not cover any liability caused by arising from or in connection with the felling or lopping of any tree which is less than its own height in distance from any public road or footpath, unless the appropriate local authority has been notified and has provided its agreement to the closure of the section of road or footpath, which is in the vicinity of such tree during the course of felling or lopping.

## CTR 032 – HIRE AGREEMENT EXCLUSION

We do not cover any liability for hire or loan of plant and/or equipment to other parties where;

- There is no signed hire agreement; or
- The hire agreement document does not contain reference to the hirers acknowledgement that the Insured has given instruction on how to use the plant and/or equipment and safety procedures pertaining to the safe use of the plant and/or equipment or provided a user guide from the manufacturer of the plant and/or equipment to the hirer; and
- The plant and/or equipment is not maintained by the Insured in accordance with manufacturers specifications and maintenance procedures

## LBY 001 – ABSOLUTE BREACH OF PROFESSIONAL DUTY EXCLUSION

It is hereby declared and agreed that Exclusion 3.5 Breach of Professional Duty is deleted in its entirety and replaced with the following:

### **3.5 Breach of Professional Duty**

Arising out of any breach of duty owed in a professional capacity by You and/or any persons for whose breaches you may be held legally liable.

## LBY 003 – ABSOLUTE MOTOR LIABILITY EXCLUSION

It is hereby declared and agreed that Exclusion 3.22 Vehicles is deleted in its entirety and replaced with the following:

### **3.22 Vehicles**

for Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle.

## LBY 008 – PRODUCTS LIABILITY - EFFICACY EXCLUSION

We do not cover any liability caused by, arising from, or in connection with the failure or inadequacy (whether full or partial) of Your Product to perform the function for which it was intended.

## LBY 014 – MAGNETIC, ELECTRIC OR ELECTROMAGNETIC FIELDS OR RADIATION EXCLUSION

We do not cover any liability caused by, arising from, or contributed to, by exposure to magnetic, electric, or electromagnetic fields or radiation.

## LBY 016 – RIGHTS OF RECOURSE CONDITION

We do not cover any liability caused by arising from or in connection with Your Products which consist in whole or in part of any products, goods, components, materials or other items which have been supplied to You, where you have waived Your rights of recovery in law against the suppliers.

## LBY 018 – COMPLIANCE OF IMPORTS WITH SAFETY AND QUALITY STANDARDS - EXCLUSION

We do not cover any liability caused by, arising from or in connection with Products which have been imported by You from outside of the Commonwealth of Australia, unless You have examined each batch of products or goods within a consignment received by You to ensure its conformity with all safety and quality requirements of statutory and state regulations, directives, codes or legally required standards that are specific to products or goods of that type or to any component or material contained within that product or to any component or material contained within that product.

You shall keep documentary records of such examinations and make them available to Us upon request.

## LBY 019 – HAIRDRESSING EXCLUSION

We do not cover any liability arising out of the provision of any hairdressing activities, including but not limited to cutting, dying, bleaching or perming.

## LBY 023 – SEXUAL ABUSE EXCLUSION

We do not cover any liability caused by, arising from or in connection with sexual abuse, molestation or impropriety of any kind.

## LBY 030 – CYBER LIABILITY EXCLUSION

We do not cover any liability caused by or arising from

- a) the use or misuse of the Internet or similar facility;
- b) any electronic transmission of data or other information;
- c) any computer virus or similar problem;

- d) the use or misuse of any internet address website or similar facility;
- e) any data or other information posted on a website or similar facility;
- f) any loss of data or damage to any computer system including, but not limited to, hardware or software;
- g) the functioning or malfunctioning of the internet or similar facility, or of any internet address, website or similar facility;
- h) any infringement, whether intentional or unintentional, of any intellectual property rights including, but not limited to, trademark, copyright or patent.

#### LBY 032 – MANUAL WORK EXCLUSION

We do not cover any liability caused by or arising out of manual work.

#### LBY 043 – LOSS OF HORSES/PONIES EXCLUSION

We do not cover any liability in respect of any claim arising out of or in connection with injury to or loss of ponies or horses.

#### LBY 048 – EXCLUDING MEDICAL MALPRACTICE AND TREATMENT

We do not cover any liability arising out of errors or omissions in the provision of professional services including but not limited to the administration of both prescribed and non prescribed drugs and medicines nursing and first aid care or breach of professional duty by or on behalf of You.

#### LBY 049 – LIBEL and SLANDER EXCLUSION - ABSOLUTE

It is hereby declared and agreed that Exclusion 3.8 Defamation is deleted in its entirety and replaced with the following:

##### **3.8 Defamation**

caused by or arising out of libel slander or defamation of character.

#### LBY 051 – EFFICACY EXCLUSION

We do not cover any liability for the failure or inadequacy (whether full or partial) of any of Your Products to perform the function for which they were intended.

#### LBY 055 – DELIBERATE BELLIGERENT ACTS

We do not cover any liability arising out of the deliberate or belligerent acts by any employee of Yours.

#### LBY 057 – PRODUCTS LIABILITY – EXCLUSION OF IMPORTS

We do not cover any liability caused by or arising from any of Your Products, which have been imported into the Territorial Limits.

#### LBY 058 – PRODUCTS LIABILITY EXCLUSION

We do not cover any liability caused by, arising from or in connection with Your Products.

#### LBY 065 – PARTICIPANT TO PARTICIPANT EXCLUSION

We do not cover any liability in respect of any claim arising from Personal Injury caused by the acts and/or omissions of any participant towards another participant.

#### LBY 069 – ANIMAL CONTACT AND INTERACTION EXCLUSION

We do not cover liability caused by or arising out of direct physical contact with any animal or interaction between any animal and third parties where such direct physical contact/interaction is organised encouraged or allowable by You.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

#### LBY 071 – TRANSMITTABLE DISEASE EXCLUSION

We do not cover any liability caused by or arising out of, or in connection with diseases regardless of whether such diseases are "animal-to-animal", "zoonotic" or otherwise. For the purpose of this exclusion "animal-to-animal" diseases are understood to be those which can be transmitted from animal(s) to another animal(s) and "zoonotic" diseases are understood to be those diseases which can be transmitted to people from animals.

#### LBY082 – EXCLUDING INJURY AND OR DEATH TO PETS OR ANIMALS

We do not cover any liability caused by or arising from any injury to or death of pets or animals.

## LBY083 – QUEENSLAND ELECTRICIAN CONSUMER PROTECTION INSURANCE

Please see below for wording

## LBY084 – VICTORIAN PLUMBING WORK

Please see below for wording

## LBY 085 – VEHICLE DEFINITION ENDORSEMENT

### Vehicles – Amended

It is noted and agreed 3.22 Vehicles of the wording is deleted in it's entirety and replaced with the following:

#### 3.22 Vehicles

for Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

3.22.1 which is registered or which is required under any legislation to be registered, or

3.22.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 3.22.1 and 3.22.2 shall not apply to:

3.22.3 Personal Injury where:

3.22.3.1 that compulsory liability insurance or statutory indemnity does not provide indemnity, and

3.22.3.2 the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

3.22.4 any Vehicle (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Worksite.

3.22.5 the delivery or collection of goods to or from any Vehicle.

3.22.6 the loading or unloading of any Vehicle.

3.22.7 any Vehicle temporarily in Your custody or control for the purpose of parking, testing and pick up or delivery directly to Your client.

3.22.8 Property Damage caused by or arising out of the movement of any Vehicle (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

The maximum amount payable under 3.22.7 of this extension is \$100,000 any one occurrence. This limit forms part of the total limit of indemnity noted in the schedule, not in addition to.

## LBY 086 – TREATMENT RISK ENDORSEMENT

### Where:

- You are qualified for the activity You are performing in Covered Activities below; or
- any apprentice/trainee performing the activities in Covered Activities below that is under the direct control and supervision of someone qualified to perform that activity; and
- You have followed the requirements and precautions set out by the manufacturer of any product or equipment You use that meets all relevant Australian Standards;

We will cover liability for Personal Injury and/or Property Damage arising from or in connection with:

### Covered Activities

- a. hair cutting, hair waving, hair curling, hair straightening, hair shampooing/conditioning, hair drying, hair dying or colouring, hair perming, hair tinting, hair extensions, hair bleaching or hair singeing;
- b. ear piercing, eyebrow piercing, nose piercing or navel piercing
- c. eyebrow plucking/tinting or shaping, eyelash tinting, fixing of false eyelashes;
- d. facial cleansing & application of non-permanent make up;
- e. mud masks or body wraps;

- f. face, scalp or body massage (excluding remedial massage therapy, chiropractic activities, or any manipulation or adjustment of the joints or the spine);
- g. the manicure and pedicure of nails;
- h. non-surgical podiatry procedures;
- i. body and facial waxing (provided wax is heated in thermostatically controlled containers);
- j. plucking, electrolysis; and other forms of epilation
- k. shaving;
- l. permanent make-up (cosmetic tattooing); spray tanning;
- m. aromatherapy;
- n. dermabrasion/microdermabrasion;
- o. chemical or acid peel less than 30% in strength;
- p. steam, spa; sauna treatment
- q. floating tanks;
- r. hot stone treatments;
- s. lymphatic drainage massage;
- t. IPL (Intense Pulsed Light), SPL (Square Pulsed Light), VPL (Variable Pulsed Light) treatments, endermologie, photo rejuvenation.

We will not cover liability for Personal Injury and/or Property Damage arising from or in connection with:

**Excluded Activities**

- a. hair implant, transplant or restoration;
- b. body or facial piercing, other than ear lobe, eyebrow, nose or naval;
- c. permanent tattooing;
- d. colour implants to the eye
- e. any form of tattoo removal
- f. Chemical or acid peel greater than 30% in strength;
- g. use of a laser for any treatment other than epilation;
- h. any treatment or activity in respect of weight management or weight reduction;
- i. the use of any solarium, tanning machine or similar device;
- j. cosmetic enhancement or like process(es) that involves implantation or injection;
- k. any electrotherapy massage;

**LBY 087 – REMOTELY OPERATED AIRCRAFT SYSTEMS ENDORSEMENT**

1. Section 1 – Public Liability provides cover to the Insured for any Remotely Piloted Aircraft Systems (RPAS) (aka drones) used in the Business when such operation is in accordance with Civil Aviation Safety Authority (CASA) regulations.
2. Furthermore, the definition of Aircraft is deleted in its entirety and replaced with the following:

**Aircraft**

means any vessel, craft or thing made or intended to transport persons or property through the air, atmosphere or space excluding RPAS.

3. We shall not be liable to indemnify the Insured in respect of any Claim, liability, loss, cost, expense, Fine or Penalty directly or indirectly arising out of, related to, or in connection with:
  - a. RPAS where the operator was required to but did not have a UAV Operator Certificate; or
  - b. RPAS where the operator holds a UAV Controller Certificate and is not flying under the direction of a person who holds a UAV Operator Certificate;
  - or
  - c. RPAS used in contravention of CASA regulations and guidelines.
4. The Excess applicable to cover provided by this extension shall be \$1,000 for each and every Occurrence.

- All other terms and conditions of this Policy otherwise remain unchanged.

## **LBY083 – QUEENSLAND ELECTRICIAN CONSUMER PROTECTION INSURANCE**

Where the Insured is an electrician operating in Queensland, this Endorsement applies to the Insured's activities required to be insured pursuant to Section 43 of the Electricity Safety Regulation 2002 (Qld), including any amendments thereto.

### 1. Insuring Clause

We will indemnify You against:

- 1.1 Consumer Protection Liability under "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy;
- 1.2 Trade Practices Liability under "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy;
- 1.3 Advice or Design Liability under "Insuring clause 8: Labour Hire Professional Indemnity" under "Section 2: Management Liability and Professional Indemnity Cover" of this Labour Force Liability Policy; and
- 1.4 Testing Liability under "Insuring clause 8: Labour Hire Professional Indemnity" under "Section 2: Management Liability and Professional Indemnity Cover" of this Labour Force Liability Policy.

### 2. Costs and Expenses

If We agree to indemnify You under this Endorsement in respect of any Claim against You, We will also pay all reasonable costs and expenses (including legal costs) incurred, by Us or with Our prior written consent, in the defence or settlement of such Claim.

### 3. Limit of Indemnity

Our maximum liability under this Endorsement, inclusive of costs and expenses (pursuant to Clause 2. Costs and Expenses of this Endorsement), shall not exceed:

- 3.1 \$50,000 in total in connection with each Domestic Residence, in respect of Consumer Protection Liability;
- 3.2 \$50,000 in total for the Period of Insurance in respect of Trade Practices Liability;
- 3.3 \$50,000 in total for any one Claim or series of Related Claims (as per Related Claims clause on page 31 of this Labour Force Liability Policy), in respect of Advice or design Liability; and
- 3.4 \$50,000 in total in connection with each Domestic Residence, in respect of Testing Liability.

Amount referred to in 3.1 and 3.2 above, shall form part of, be subject to and contribute towards the depletion of the Aggregate Limit of Indemnity for all claims arising out of Products, under "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy.

Amounts referred to in 3.3 and 3.4 above shall form part of, be subject to and contribute towards the depletion of the Professional Indemnity Limit of Liability applicable to "Insuring clause 8: Labour Hire Professional Indemnity" under "Section 2: Management Liability and Professional Indemnity Cover" of this Labour Force Liability Policy.

### 4. Deductible and Excess

Any indemnity under this Endorsement:

- 4.1 in respect of Consumer Protection Liability and Trade Practices Liability is subject to the Deductible applicable to "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy; and
- 4.2 in respect of Testing Liability and Advice or Design Liability is subject to the Excess applicable to "Insuring clause 8: Labour Hire Professional Indemnity" under "Section 2: Management Liability and Professional Indemnity Cover" of this Labour Force Liability Policy.

### 5. Exclusions applicable to this Endorsement

The following exclusions apply in addition to other exclusions (except those as specified under 1. Insuring Clause of this Endorsement) applicable to this Labour Force Liability Policy

Indemnity provided under this Endorsement does not apply to any liability:

- 5.1 caused by, arising out of, in respect of or in connection with any:
  - (a) vessel or craft made or intended to be air borne; or
  - (b) vessel of craft made or intended to be water borne.
- 5.2 caused by, arising out of, in respect of or in connection with any wear and tear or depreciation of Your Domestic Electrical Work.
- 5.3 to pay fines, penalties or liquidated damages (or other damages for delay).
- 5.4 in respect or in connection with any Claim against You first notified to Us after the expiration of seven (7) years from the date that the Certificate of Testing was first issued in respect of the Domestic Electrical Work.

### 6. Conditions applicable to this Endorsement only

Notwithstanding the conditions contained in the Policy, The following additional conditions apply to this Endorsement only. If there is any conflict between a condition specified below and other terms of the Labour Force Liability Policy, the condition below shall prevail.

#### 6.1 Cancellation

We may cancel this Policy in accordance with the law. If We cancel this Policy, We agree that cancellation of this Endorsement:

- (a) will only take effect 30 days after We give notice to You and the Electrical Licensing Committee of the proposed cancellation; and
- (b) has no effect on any of Our obligations under this Endorsement in relation to Domestic Electrical Work, where the Certificate of Testing was first issued prior to the cancellation taking effect.

#### 6.2 Claimant may claim directly

Any person who is entitled to make a Claim against You, in respect of:

- (a) Consumer Protection Liability resulting from any Defect; or

(b) Trade Practices Liability;

for which You are indemnified under this Endorsement, may enforce a claim for indemnity under this Endorsement directly for their own benefit if:

(c) You decline or refuse to submit a claim under this Endorsement; or

(d) There is an irresistible breakdown of communication between You and Us.

For the purposes of such enforcement, the person has the same rights and entitlements as You would have under any legislation.

In such cases, We will pay the person enforcing the claim despite any failure by You to account for any Deductible but the amount of the applicable deductible is a debt that We can recover from You.

### 6.3 Claims Co-Operation

You must make all reasonable efforts to inform Us as soon as possible about any event or circumstances that may result in a Claim against You.

In relation to any Claim or prospective Claim, You agree:

(a) to make reasonable efforts to assist Us in the defence or settlement of the Claim; and

(b) to attend the relevant building site for the purpose of inspecting, rectifying or completing Domestic Electrical Work the subject of the Claim, unless the Customer or any person acting on their behalf refuses You access to the site.

We may reduce the amount of any claim under this Endorsement by an amount that reasonably represents the cost resulting from an unreasonable refusal by the Customer or any person acting on their behalf to give You access to the building site, when We have requested you to attend the site for the purpose of inspecting, rectifying or completing the Domestic Electrical Work.

### 6.4 Compliance with legal orders

We agree to comply with any order to pay compensation made against You by a court or any other competent judicial body in respect of liability for which You are indemnified under this Endorsement.

### 6.5 Legislation amendment

A reference to a specific Act, Regulation or legislation in this Endorsement also means any amendment, revision or replacement of that specific Act, Regulation or legislation.

### 6.6 Misrepresentation, fraud or non-disclosure

With respect to Consumer Protection Liability and Trade Practices Liability only, We will not refuse to pay any person to whom You are legally liable, on the grounds of misrepresentation, fraud or non-disclosure by or on behalf of You, but We may bring a claim for recovery of such amount that You are legally liable to pay directly against You or anyone acting on Your behalf.

### 6.7 Notification of settled Claims

We and You agree that We will notify the electrical licensing committee in writing of the settling or payment of any claim made under this Endorsement, as required by the Electrical Licensing Committee.

### 6.8 Notice of Defect

For the purposes of this Endorsement, when a person gives notice of Defect in writing to You or Us, that person is deemed to have given notice of every Defect, of which the notified Defect is directly or indirectly related, whether or not the Claim in respect of the notified Defect has been settled.

### 6.9 Period of Insurance

Notwithstanding the provisions of:

(a) "Liability" clause applicable to "Section 1: Broadform Liability Cover" (page 6); or

(b) "Insuring clause 8: Labour Hire Professional Indemnity" under "Section 2: Management Liability and Professional Indemnity Cover" (page 19);

and regardless of when:

(c) the Personal Injury, Damage to Property and/or Pecuniary Loss happened; or

(d) the Claim is first made against You;

indemnity under this Endorsement applies to Your legal liability in connection with a Domestic Electrical Work, where the Certificate of Testing was first issued during the Period of Insurance.

**Where We indemnify You under this Endorsement in respect of any Claim (as the Certificate of Testing was first issued during the Period of Insurance), You cannot submit a claim and We will not indemnify You under any other policy of insurance or indemnity issued by Us for any other period, regardless of whether:**

**(i) Personal Injury, Damage to Property or Pecuniary Loss, resulting in that Claim happens during the period of such other policy; or**

**(ii) that Claim against You is first made during the period of such other policy.**

### 6.10 Recovery from You

Without limiting Condition 6.1 above, if We pay any amount pursuant to Condition 6.1 above or pay any amount for indemnity under this Endorsement, We may recover:

(a) such amount We paid from You if Your legal liability:

(i) arose from Non-Completion, other than by reason of Your death;

(ii) arose from a Defect, other than Defect arising from the use of materials (other than materials supplied by or on behalf of the Customer) in the Domestic Electrical Work that are not new and



- where the contract for the Domestic Electrical Work expressly permitted the use of materials that are not new; or
- (iii) arose from Non-Completion or a Defect as a result of Your fraudulent or dishonest act or behavior; and
  - (b) the amount of the applicable Deductible and/or Excess, if We paid directly to the Customer.

6.11 Requirements under Section 43 of the Electrical safety Regulation 2002 (Qld)

Where the combined effect of the terms of this Endorsement and the other parts of this Labour Force Liability Policy conflict or are inconsistent with the insurance requirements under Section 43 of the electricity Safety regulation 2002 (Qld), then this Endorsement together with this Labour Force Liability Policy insures You in accordance with those requirements.

7. Definitions applicable to this Endorsement

For the purposes of this Endorsement:

7.1 Advice or Design Liability means Your legal liability to pay compensation in respect of any Personal Injury, Damage to Property and/or Pecuniary Loss arising from incorrect advice or design given performed for a fee by You in connection with any Domestic Electrical Work performed by others, where the Certificate of Testing was first issued during the Period of Insurance.

7.2 Certificate of Testing means the certificate of testing required under Section 15 of the Electrical Safety Regulation 2002 (Qld)

7.3 Consumer Protection Liability means Your legal liability to pay compensation in respect of any Pecuniary Loss resulting from any Defect or Non-Completion in connection with any Domestic Electrical Work performed by You, where the Certificate of Testing was first issued during the Period of Insurance.

7.4 Customer means the person who owns or resides in a Domestic Residence, for whom the Domestic Electrical Work was performed.

7.5 Defect means:

- (a) failure to perform Domestic Electrical Work:
  - (i) to a standard required by any applicable laws, Australian or other relevant standard or code of practice;
  - (ii) in accordance with any plans and specifications set out in the contract for the Domestic Electrical Work; and/or
  - (iii) to a standard or quality specified in the contract for the Domestic Electrical Work;
- (b) failure to use materials in the Domestic Electrical Work (other than materials supplied by or on behalf of the Customer) that are of merchantable quality and fit for purpose;
- (c) failure to ensure that the Domestic Electrical Work and the materials used (other than materials supplied by or on behalf of the Customer) are:
  - (i) fit for purpose; and
  - (ii) of such quality and nature to achieve the stated result;

if the contract for the Domestic Electrical Work states the particular purpose for which the Domestic Electrical Work is required or the result that the Domestic Electrical Work is intended to achieve and the Customer relies on Your skill and judgment;

- (d) use of materials in the Domestic Electrical Work (other than materials supplied by or on behalf of the Customer) that are not new, unless expressly permitted in the contract for the Domestic Electrical Work;
- (e) failure to perform Domestic Electrical Work with due care and skill; and/or
- (f) failure to complete Domestic Electrical Work:
  - (i) by the due date or within the period specified in the contract for the Domestic Electrical Work; or
  - (ii) within a reasonable period of time if no date or period of time is specified;.

7.6 Domestic Electrical Work means Electrical Work performed for or on behalf of the Customer in connection with a single Domestic Residence in Queensland, in respect of which a Certificate of Testing is required.

The term Domestic Electrical Work includes:

- (a) any advice or design in connection with; and
- (b) the Certificate of Testing issued in relation to:

the Domestic Electrical Work.

7.7 Domestic Residence means a building or structure, or a part of a building or structure, that:

- (a) is used, or designed to be used, as a single dwelling; and
- (b) is not used, or designed to be used, for temporary accommodation.

Examples for paragraph (a):

- dwelling house
- flat

Examples of temporary accommodation for paragraph (b)—

- boarding house
- motel

Domestic Residence does not include any common areas under the control of a body corporate of any residential complex comprising individual unit owners.

7.8 Electrical Work has the meaning defined in the Electricity Act 1994 and the Electrical Safety Regulation 2002(Qld) collectively.

- 7.9 Non-Completion means the failure to complete Domestic Electrical Work as a result of:
- (a) Your death or incapacity;
  - (b) Your disappearance, where You cannot be found after due search and inquiry;
  - (c) Your becoming bankrupt, insolvent, subject of any resolution or petition for winding up or going or entering into receivership, administration or composition of arrangement with Your creditors;
  - (d) the cancellation or suspension of Your licence to operate as an electrical contractor; or
  - (e) the early termination of the contract for the Domestic Electrical Work by or on behalf of the Customer as a result of Your wrongful failure or refusal to complete the Domestic Electrical Work.

7.10 On-Hired Services shall mean the services provided by the Company's Employees or contractors for or on behalf of the Company's clients and under the Company's clients' direction, supervision and/or control.

- 7.11 Pecuniary Loss means any monetary or financial loss including but not limited to:
- (a) any loss of deposit, progress payment or part of progress payment; and
  - (b) alternative accommodation, removal and/or storage costs reasonably and necessarily incurred.
- Pecuniary Loss does not include Personal Injury or Damage to Property.

7.12 Testing Liability means Your legal liability to pay compensation in respect of any Personal Injury, Damage to Property and/or Pecuniary Loss arising from a Certificate of Testing first issued by You during the Period of Insurance in connection with any Domestic Electrical Work performed by others.

7.13 Trade Practices Liability means Your legal liability to pay compensation in respect of any Pecuniary Loss arising out of Your unintentional conduct in contravention of the Competition and Consumer Act 2010 (Cth) or sections 38, 40 or 45 of the fair Trading Act 1989 (Qld), except liability to pay any fine or penalty imposed, in connection with any Domestic Electrical Work performed by You, where the Certificate of Testing was first issued during the Period of Insurance.

- 7.14 You or Your means:
- (a) the Company; and/or
  - (b) the electrician Employee or contractor provided by the Company on On-Hired Services.

Other than as amended by this Endorsement, terms, definitions, exclusions and conditions applicable to this Labour Force Liability Policy shall continue to apply.

## LBY084 – VICTORIAN PLUMBING WORK

With effect from / / , in the event that the Company provides any On-Hired Services where the Employee or contractor involved is a Plumber licensed or registered in Vitoria, This Endorsement applies to Plumbing Work performed by such Plumber in Victoria.

### 1. Insuring Clause

With effect from / / , notwithstanding "Liability" clause applicable to "Section 1: Broadform Liability Cover" (page 6) of this Labour Force Liability Policy and Nullified Exclusions, indemnity provided under "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy will indemnify You against:

- 1.1 In connection with Domestic Plumbing Work
- (a) Defects Liability, Trade Practices Liability, Financial Loss Liability and Non-Completion Liability arising from Plumbing Work [except for Plumbing (Type B Gasfitting) Work]:
    - (i) in relation to which the Plumber last issued a Compliance Certificate during the Period of Insurance; or
    - (ii) where the Plumber stopped carrying out the Plumbing Work during the Period of Insurance, if the Plumber does not issue a Compliance Certificate; and
  - (b) Public Liability and Completed Works Liability arising from Plumbing Work but only in respect of Personal Injury and/or Damage to Property (other than damage to property that is part of the Plumbing Work itself) that occurs during the Period of Insurance caused by an Occurrence that happens in connection with the carrying out of Plumbing Work (regardless of when the work was carried out).
- 1.2 In connection with Non-Domestic Plumbing Work
- (a) Defects Liability, Trade Practices Liability and Non-Completion Liability arising from Plumbing Work [except for Plumbing (Type B Gasfitting) Work]:
    - (i) in relation to which the Plumber last issued a Compliance Certificate during the Period of Insurance; or
    - (ii) where the Plumber stopped carrying out the Plumbing Work during the Period of Insurance, if the Plumber does not issue a Compliance Certificate; and
  - (b) Public Liability and Completed Works Liability arising from Plumbing Work but only in respect of Personal Injury and/or Damage to Property (other than damage to property that is part of the Plumbing Work itself) that occurs during the Period of Insurance caused by an Occurrence that happens in connection with the carrying out of Plumbing Work (regardless of when the work was carried out).

## 2. Costs and Expenses

If We agree to indemnify You under This Endorsement in respect of any Claim against You or Us, We will also pay, in addition to the applicable Limit of Indemnity:

- 1.1 all reasonable costs and expenses (including legal costs) incurred, by Us or with Our prior written consent, in the defence or settlement of such Claim; and
- 1.2 all reasonable legal costs and expenses associated with the successful enforcement of a Claim against You or Us.

## 3. Limit of Indemnity

Our maximum liability under This Endorsement shall not exceed:

3.1 in respect of Defects Liability, Financial Loss Liability and Non-Completion Liability collectively in connection with Domestic Plumbing Work ;

\$50,000 any one Claim or series of Claims in relation to a Compliance Certificate (or if the Compliance Certificate relates to more than one Home, \$50,000 for each Home);

3.2 in respect of Defects Liability and Non-Completion Liability collectively in connection with Non-Domestic Plumbing Work;

\$100,000 any one Claim or series of Claims in relation to a Compliance Certificate;

3.3 in respect of Trade Practices Liability;

3.3.1 in connection with Domestic Plumbing Work;

(a) \$50,000 any one Claim or series of Claims in relation to a Compliance Certificate (or if the Compliance Certificate relates to more than one Home, \$50,000 for each Home); or

(b) the cost of rectifying the relevant Plumbing Work;

whichever is the lesser;

3.3.2 in connection with Non-Domestic Plumbing Work;

(a) \$100,000 any one Claim or series of Claims in relation to a Compliance Certificate; or

(b) the cost of rectifying the relevant Plumbing Work;

whichever is the lesser;

3.4 in respect of;

3.4.1 Public Liability (as than property in Your care, custody and control, as per 3.5 below);

\$5,000,000 any one Occurrence or the Limit of Indemnity applicable to "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy, whichever is the greater; or

3.4.2 Completed Works Liability

\$5,000,000 in the aggregate for the Period of Insurance.

3.5 in respect of any liability arising from or in connection with any Damage to Property in respect of anything in Your care, custody and control;

\$20,000 any one Occurrence.

However, Our aggregate liability for all Claims in connection with Defects Liability, Trade Practices Liability, Financial Loss Liability and Non-Completion Liability collectively shall not exceed \$5,000,000 in the aggregate for the Period of Insurance which is part of and not in addition to the Limit of Liability.

We and You agree that the amount referred to above, shall form part of and not in addition to and contribute towards the depletion of the Aggregate Limit of Indemnity for all claims arising out of Products, under "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy.

## 4. Deductible

You agree to pay to us for each Claim settled by Us under this Endorsement the amount of Deductible of \$2,500 or the Deductible applicable to "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy, whichever is the greater.

However, You are not liable for any Deductible:

(a) in respect of any Claim made against You for Personal Injury; or

(b) in respect of any Claim for Non-Completion.

You agree that once a Claim is settled in favour of a person making a Claim and the person is paid the amount required by the settlement, then We are entitled to recover from You the applicable Deductible.

## 5. Exclusions applicable to This Endorsement

The following exclusions apply to This Endorsement in addition to other exclusions (except Nullified Exclusions) applicable to this Labour Force Liability Policy

Indemnity provided under This Endorsement is subject to the following exclusions.

5.1 We will not cover You for any Defects Liability resulting from a Product Defect. For the purpose of this Exclusion 5.1, Product Defect means a defect in any appliance, material, substance or other thing that was supplied or used by You in connection with Plumbing Work.

However, We agree that if we intend to rely on the fact this Endorsement does not cover You for Product Defects in relation to any Claim (or part of a Claim), We bear the onus of establishing that the Claim (or part of the Claim) is based on a Product Defect.

We agree that nothing in this Exclusion 5.1 removes the cover given to You by this Endorsement in relation to You supplying or using any appliance, material, substance or other thing that You were aware was defective, or that You should reasonably have been aware was defective.

- 5.2 We will not cover you for any liability in respect of or resulting from:
- (a) fair wear, tear or depreciation of Plumbing Work; or
  - (b) a failure by the Building Owner or Property Owner to reasonably maintain Plumbing Work.
- 5.3 In relation to Non-Domestic Plumbing Work and/or Plumbing (Type B Gasfitting) Work, We will not cover you for any Financial Loss Liability.
- 5.4 In relation to Plumbing (Type B Gasfitting) Work, indemnity provided by this Endorsement does not apply to Defects Liability, Financial Loss Liability, Non-Completion Liability or Trade Practices Liability.
- 5.5 We will not cover you for any liability directly or indirectly caused by, contributed to or arising from or in connection with exposure to asbestos.
- 5.6 We will not cover You in respect of the legal costs of any person making a Claim against You that are not directly or indirectly related:
- (a) to the enforcement of this Policy; or
  - (b) to a liability in respect of which You are covered.
- 5.7 We will not cover You for Claims for liquidated damages for delay, or damages for delay, that may arise under a Contract. However, We agree that nothing in this Exclusion 5.6 removes the cover given to You under this Endorsement in relation to any increase in rectification costs caused by a delay.
- 5.8 With respect to Private Plumbing Work, We will not cover You for Claims for Damage to Property to premises that are owned by You or leased or rented to You during the period that the premises are owned by You or leased or rented by You.
- 5.9 We will not cover any Non-Completion Liability for the whole or a specified part of any payment made under a Contract that exceeds the value of work completed at the time of payment.
- 5.10 We will not accept any Claims including Claims for Plumbing Work first notified to Us after the expiration of 6 years from:
- (a) the date of a Compliance Certificate; or
  - (b) if You did not issue a Compliance Certificate in relation to the work that is insured, 6 years after You stopped carrying out that work.

#### 6. Conditions applicable to this Endorsement

Notwithstanding the conditions contained in the Policy, The following additional conditions apply to this Endorsement only. If there is any conflict between a condition specified below and other terms of the Labour Force Liability Policy, the condition below shall prevail.

6.1 Conditions applicable to Defects Liability, Trade Practices Liability, Financial Loss Liability and Non-Completion Liability arising from Domestic Plumbing Work

##### 6.1.1 Deemed acceptance of Claims

We agree to accept liability for a Claim if We do not notify the person making the Claim within 90 days from when We receive the Claim in writing that We accept or dispute the Claim, unless We obtain an extension of time from the person in writing or from the Victorian Civil and Administrative Appeals Tribunal.

##### 6.1.2 Claims not to be refused on the grounds that the policy obtained by fraud etc.

We agree that We will not refuse to pay a Claim under this Policy on the ground that this Policy was obtained by misrepresentation, fraud or non-disclosure by You or anyone acting on Your behalf.

You agree that if We make a payment under this Policy to, or for the benefit of, a Building Owner (or Property Owner in respect of Private Plumbing Work) under the circumstances contemplated by this Condition 6.1.2, by doing so We are not restricting our right to recover that payment from You.

##### 6.1.3 Insurer must give effect to certificates

If We give You a certificate stating that You are covered by insurance, We agree that We will not refuse to pay a claim on that insurance under this Policy on the ground that You have not paid the premium for the insurance.

You agree that if We make a payment under this Policy to, or for the benefit of, a Building Owner (or Property Owner in respect of Private Plumbing Work) under the circumstances contemplated by this Condition 6.1.2, by doing so We are not restricting our right to recover that payment from You.

##### 6.2 Compliance with court orders

We agree to comply with any order to pay compensation made against You by a court, the Victorian Civil and Administrative Tribunal or any other competent judicial body, in respect of liability for which You are indemnified under this Endorsement.

##### 6.3 The Ministerial Order to prevail in the case of conflict with Policy

We agree that if any term of this Policy conflicts, or is inconsistent, with The Ministerial Order, then this Policy is to be read and to be enforceable as if it complied with The Ministerial Order.

##### 6.4 Notice of Defect

We agree that if a person gives notice of Defect in writing to You or Us, that person is taken, for the purpose of this Policy, to have given notice of every Defect, of which the notified Defect is directly or indirectly related, whether or not the Claim in respect of the notified Defect has been settled.

##### 6.5 Claimant may enforce Policy direct in certain cases

We and You both agree:

(a) that a person who is entitled to Claim against You in respect of any liability for which You are indemnified under this Policy may enforce this Policy directly against Us for the person's own benefit if:

- (i) the claim is in relation to Financial Loss Liability and/or Non-Completion Liability; or
- (ii) You refuse to make a claim for indemnity under this Policy; or

- (iii) there is an irretrievable breakdown of communication between You and Us;
- (b) that for the purpose of that enforcement the person has the same rights and entitlements as You would have had under any legislation applicable to You; and
- (c) that We will pay to the person the full amount of any liability for which You are indemnified under this Policy despite any failure by You to pay any Deductible that You are required to pay.

6.6 Section 54 of the Insurance Contracts Act 1984 to apply

6.6.1 We acknowledge that section 54 of the Insurance Contracts Act 1984 of the Commonwealth applies to this Policy.

6.6.2 Despite sub-clause 6.6.1, We agree that 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:

- (a) the person who makes the Claim notifies You either orally, or in writing; or
- (b) that person or You notify Us in writing within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of some fact or circumstance that might give rise to the Claim.

6.7 Provision concerning cancellation

We agree that the cancellation of this Policy:

- (a) will only take effect 30 days after We give both the Plumbing Industry Commission and You notice in writing of the cancellation;
- (b) has no effect on any of Our obligations under the Policy with respect to:
  - (i) Defects Liability, Trade Practices Liability, Financial Loss Liability and Non-Completion Liability in relation to Plumbing Work that was carried out while the Policy was in force, subject to Exclusion 5.8 of this Endorsement; and
  - (ii) Public Liability and Completed Works Liability in relation to any Personal Injury and/or Damage to Property (other than damage to property that is part of the Plumbing Work itself) that occurred while the policy was in force.

6.8 Notification concerning Claims settled

We and You both agree that We will notify the Plumbing Industry Commission in writing in the manner required by the Minister of the settling or payment of any Claim under this Policy.

6.9 You must co-operate with Us

6.9.1 You agree, in relation to a Claim or prospective Claim:

- (a) to make reasonable efforts to assist and inform Us or our agent; and
- (b) to attend the relevant building site for the purpose of inspecting, rectifying or completing Plumbing Work (unless the Building Owner or Property Owner refuses You access to the site).

6.9.2 We may reduce the amount of a Claim by a Building Owner (or Property Owner in respect of Private Plumbing Work) by an amount that reasonably represents the cost resulting from an unreasonable refusal by the owner to give you access to a building site if We have asked You to attend the site under sub-clause 6.9.1(b).

6.10 Limitation for common property

6.10.1 This clause applies if:

- (a) Plumbing Work is carried out on land in a plan of subdivision containing common property; and
- (b) a claim is paid by us in relation to the common property.

6.10.2 We will reduce the amount We will pay under this Policy in respect of any one Home on land in the plan of subdivision by an amount calculated by dividing the amount of the claim paid by Us in relation to the common property by the number of Homes on land in the plan of subdivision.

6.11 Legislation amendment

A reference to a specific Act, Regulation or legislation in this Endorsement also means any amendment, revision or replacement of that specific Act, Regulation or legislation.

6.12 Period of Insurance

Notwithstanding the provisions of "Liability" clause applicable to "Section 1: Broadform Liability Cover" (page 6) of this Labour Force Liability Policy, indemnity under this Endorsement applies to Your legal liability as set out in "1. Insuring Clause" of this Endorsement.

**Where We indemnify You under this Policy in respect of any Claim, We will not indemnify You in respect of that Claim under any other policy of insurance or indemnity issued by Us for any other period.**

## 7. Definitions applicable to this Endorsement

For the purposes of this Endorsement:

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

- (a) any occupier of the land, building or Home where the Plumbing Work is carried out;
- (b) any person who is the owner for the time being of that land, building or Home;
- (c) 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;
- (d) any assignee of the Building Owner's rights under a Contract; and
- (e) any person who has contracted with another person to provide that Plumbing work.

7.2 Claim means:

- (a) a writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice served on You or Us (pursuant to Condition 6.5); and/or
- (b) a written demand for damages or compensation made by a third party against You or Us (pursuant to Condition 6.5).

7.3 Completed Work Liability means any liability that arises as a result of any Personal Injury to a third party, or Damage to Property of a third party (other than property that is part of the Plumbing Work itself), directly or indirectly related to or arising from the Plumbing Work:

- (a) after the issue of the Compliance Certificate for the work; or
- (b) if no Compliance Certificate is issued for the work, after the Plumber who carried out the work stopped carrying out the work.

7.4 Compliance Certificate means a certificate referred to in section 221ZH of the Building Act 1993 (Vic).

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

7.6 Defects include:

- (a) a failure to carry out the Plumbing Work in a proper and workmanlike manner and in accordance with any:
  - (i) plans and specifications (for Private Plumbing Work); or
  - (ii) plans and specifications set out in the Contract (for other Plumbing Work);
- (b) a failure to use materials in the Plumbing Work that are good and suitable for the purpose for which they are used;
- (c) the use of materials in the Plumbing Work that are not new:
  - (i) unless the use of materials that are not new is agreed by the property owner (for Private Plumbing Work); or
  - (ii) unless the Contract permits use of materials that are not new (for other Plumbing Work);
- (d) 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 paragraph, the Building Act 1993 (Vic) and any regulations made under that Act;
- (e) 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:
  - (i) by the date (or within the period) specified by the Contract; or
  - (ii) within a reasonable time, if no date (or period) is specified;
- (f) if the Contract states or the Plumber is made aware of the particular purpose for which the Plumbing Work is required, or the result which the Building Owner (or Property Owner for Private Plumbing Work) wishes the work to achieve, so as to show that the Building Owner (or Property Owner for Private Plumbing Work) relies on the Plumber's skill and judgement, a failure to ensure that the work and any material used in carrying out the work :
  - (i) are reasonably fit for that purpose; or
  - (ii) are of such a nature and quality that they might reasonably be expected to achieve that result; and
- (g) a failure to maintain a standard or quality of Plumbing Work specified in the Contract.

A reference to any material in paragraphs (b) or (f) does not include any material that is supplied by the:

- (i) Property Owner or the Property Owner's agent (for Private Plumbing Work) in relation to Plumbing Work that is not performed on the Plumber's own home; or
- (ii) Building Owner or the Building Owner's agent (for other Plumbing Work).

7.7 Defects Liability means any liability to pay for the cost of rectifying any Plumbing Work required because of Defects in the Plumbing Work.

7.8 Disappearance means cannot be found after due search and inquiry.

7.9 Domestic Plumbing Work means Plumbing Work performed or intended to be performed on or in relation to:

- (a) a Home; or
- (b) any building or structure on land on which a Home is or is intended to be situated.

7.10 Family Home means a home in which:

- (a) the Plumber has a proprietary interest and in which the Plumber resides as his or her permanent residence; or
- (b) a Member of the Plumber's Family has a proprietary interest and in which that Member of the Plumber's Family resides as his or her permanent residence;

7.11 Financial Loss Liability means any liability arising from any consequential financial loss reasonably incurred by the Building Owner (or Property Owner, in respect of Private Plumbing Work) as a result of any Defects or Non-Completion, including but not limited to:

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

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

- (a) any residence that is not intended for permanent habitation;
- (b) a rooming house within the meaning of the Residential Tenancies Act 1997 (Vic);

- (c) a motel, a residential club, a residential hotel or a residential part of licensed premises under the Liquor Control Reform Act 1998 (Vic);
- (d) a nursing home, a hospital or accommodation associated with a hospital; or
- (e) any residence that 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 Act.

7.13 Member of the Plumber's Family means a parent, grandparent, child, grandchild, sibling, cousin, niece or nephew of the Plumber and a parent or sibling of the Plumber's spouse;

- 7.14 Non-Completion means the failure to complete the Plumbing Work as a result of:
- (a) the Plumber's death or incapacity;
  - (b) the Plumber's Disappearance;
  - (c) the Plumber becoming an insolvent under administration as that expression is defined in the Corporations Act;
  - (d) the cancellation or suspension of the Plumber's licence as a licensed Plumber under the Building Act 1993 (Vic); or
  - (e) the early termination of the Contract by the Building Owner as a result of the Plumber's wrongful failure or refusal to complete the Plumbing Work.

7.15 Non-Completion Liability means any liability arising from Non-Completion.

7.16 Non-Domestic Plumbing Work means plumbing work that is not Domestic Plumbing Work.

- 7.17 Nullified Exclusions mean:
- (a) "Defective Work" Exclusion on page 7 of this Labour Force Liability Policy;
  - (b) "Liability Under Agreement" Exclusion on page 8 of this Labour Force Liability Policy;
  - (c) "Loss of Use" Exclusion on page 8 of this Labour Force Liability Policy;
  - (d) "Product Defect" Exclusion on Page 9 of this Labour Force Liability Policy;
  - (e) "Professional Duty" Exclusion on page 9 of this Labour Force Liability Policy;
  - (f) "Property in Possession or Control" Exclusion on Page 9 of this Labour Force Liability Policy; and
  - (g) "Repair or Replacement" Exclusion on page 10 of this Labour Force Liability Policy;

which will not apply for the purpose of this Endorsement.

7.18 On-Hired Services shall mean the services provided by the Insured's Employees or contractors for or on behalf of the Insured's clients and under the Insured's clients' direction, supervision and/or control.

7.19 Plumber has the same meaning as in Part 12A of the Building Act 1993 (Vic). For the purpose of this Endorsement, the term "Plumber" also includes any person contracted by the Plumber to carry out Plumbing Work.

7.20 Plumbing Work has the same meaning as in section 221C of the Building Act 1993 (Vic).

7.21 Plumbing (Type B Gasfitting) Work means gasfitting work carried out on a Type B appliance within the meaning of the Gas Safety Act 1997 (Vic).

7.22 Policy or Endorsement means this Endorsement, together with "Section 1: Broadform Liability Cover" of this Labour Force Liability Policy, under which We provide insurance to You with respect to Plumbing Work carried out by You in Victoria.

- 7.23 Private Plumbing Work means Plumbing Work:
- (a) to which section 221ZH of the Building Act 1993 (Vic) applies;
  - (b) for which no monetary fee or other consideration is charged or received by the Plumber or on the Plumber's behalf;
  - (c) which is performed on or in relation to a Family Home; and
  - (d) which is one of not more than 6 Plumbing Works performed by the Plumber in a twelve month period.

7.24 Property Owner means the registered proprietor of the property on which the Private Plumbing Work is carried out.

7.25 Public Liability means any liability that arises as a result of any Personal Injury to a third party, or Damage to Property to the property of a third party (other than property that is part of the Plumbing Work itself), that arises out of the activities of the Plumber in relation to Plumbing Work.

- 7.26 The Ministerial Order means:
- (a) the Licensed Plumbers General Insurance Order 2002 made under the Building Act 1993 (Vic), with respect to any Plumbing Work for which a Compliance Certificate is required, except:
    - (i) if the Plumber only carries out Private Plumbing Work, to which the Licensed Plumbers (Private Plumbing Work) Insurance Order 2002 made under the Building Act 1993 (Vic) applies; or
    - (ii) if the Plumber only carries out Plumbing (Type B Gasfitting) Work, to which the Licensed Plumbers (Type B Gasfitting Work) Insurance Order 2002 made under the Building Act 1993 (Vic) applies;

- (b) the Licensed Plumbers (Private Plumbing Work) General Insurance Order 2002 made under the Building Act 1993 (Vic) if the Plumber only carries out Private Plumbing Work; or
- (c) Licensed Plumbers (Type B Gasfitting Work) General Insurance Order 2002 made under the Building Act 1993 (Vic) if the Plumber only carries out Plumbing (Type B Gasfitting) Work.

7.27 Trade Practices Liability means any liability that arises as a result of conduct by the Plumber in connection with the Plumbing Work that contravenes section 52, 53, 55A or 74 of the Trade Practices Act 1974 of the Commonwealth (or the relevant section of the Australian Consumer Law replacing such section of the Trade Practices Act) or section 9, 11 or 12 of the Fair Trading Act 1999 (Vic).

7.28 We, Us, Our means the Insurer.

7.29 You or Your means the Insured and the Insured's Employee or contractor, who is a licensed Plumber in Victoria, provided by the Insured in respect of On-Hired Services and also includes any Plumber contracted by such Employee or contractor to carry out Plumbing Work.

In calculating the value of Private Plumbing Work for the purpose of determining whether the work is work to which section 221ZH of the Building Act 1993 (Vic) applies, the value to be imputed for the Plumber's labour is \$45.00 per hour.

Other than as amended by this Endorsement, terms, definitions, exclusions and conditions applicable to this Labour Force Liability Policy shall continue to apply.