



**Lumley General  
Builders Home Warranty Insurance**

**Claim Form**

## General

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Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley General offers Builders Home Warranty Insurance to owner Builders and Licensed Builders in the form prescribed by the relevant State or Territory Legislation throughout Australia, namely:

- **Victoria** – The Building Act 1993 including the Ministerial Order made under the Building Act 1993;
- **New South Wales** – The Home Building Act 1989;
- **Tasmania** – The Housing Indemnity Act 1992;
- **Western Australia** – The Home Building Contracts Act 1991;
- **Australian Capital Territory** – The Building Act 2004;
- **South Australia** – Building Work Contractors Act, 1995;
- And further, any Regulation made to any of those Acts.

The policies of insurance issued in respect of Builders Home Warranty Insurance are written to comply with the relevant State Legislation. The policies are designed to protect building owners (where the building owner is not the builder), purchasers and subsequent purchasers against loss suffered or incurred as a result of a defined event under the terms of the policy of insurance and/or under the provisions of the relevant State Builders Home Warranty Insurance Legislation.

If we elect to pay you an agreed sum of money in settlement of a claim, you will be required to enter into a contract with an appropriately licensed/registered contractor/builder, who must provide Builders Home Warranty Insurance to cover the proposed completion/rectification works.

## Other important claims details

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We will contact you as quickly as possible about your claim. We may appoint a technical consultant(s) to carry out site inspection(s) and require you to provide necessary documentation before we authorise and pay for necessary completion and, or, rectification works. The technical consultant(s) may contact you to arrange a site inspection(s). If we need more information, we will contact you.

Lumley General reserves the right, as detailed in the policy, to seek recovery from the builder for any monies paid in respect of the claim. Should a claim be accepted and any monies paid or costs incurred by Lumley General in respect of the claim, the claimant subrogates its rights to Lumley General in relation to the subject matter of the claim to allow Lumley General to attempt to recover some or all of these monies and costs.

## Claims against Owner Builders

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A policy issued in respect of building works performed by or on behalf of an Owner Builder provides cover only in the event of a defect arising directly from the works undertaken by, or for the Owner Builder. Owner Builder Insurance does not provide cover in respect of incomplete building works.

In some cases, a claim may only be approved when the Owner Builder is deceased, disappeared or insolvent, however if the Owner Builder is found to be either deceased, disappeared or insolvent, loss must still be proven, pursuant to the terms of the policy and the provisions of the relevant State or Territory Legislation.

## Claims against Licensed Builders

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Without limiting or altering cover prescribed by the policy and the relevant State Act, the insurance policy is designed to recognize two types of claims;

- a) Loss arising out of the failure of the builder to complete the building works prescribed in the building contract and associated documents (Licensed Builder policies only), and;
- b) Defects that arise directly out of the works performed by the builder.

It is important to note, that in certain cases, a claim may only be accepted when the Builder is **deceased**, **disappeared**, or **insolvent**. These policies are designed by virtue of the relevant State Legislation to be of a 'last resort' type. In that regard, the insurance will only respond when the builder cannot rectify or complete due to one of the three events referred to above. Please note however, despite a builder being found to be deceased, disappeared or insolvent this is not an automatic right to claim. Loss must still be proven pursuant to the terms of the policy and the provisions of the relevant State or Territory legislation

## **Do not authorise completion/rectification works yourself**

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You should not negotiate or settle any claims for losses or damage; or incur any costs or expenses without first obtaining our consent in writing. If you do, your rights against us, if any, may be affected. However, any temporary/emergency repairs necessary to prevent further damage may be carried out immediately. If you have any questions about your claim, please contact us.

## **Your duty of disclosure**

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You have certain disclosure obligations that you must comply with.

### **What you must tell us**

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether we are obliged to pay a claim.

### **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim. If you answer our questions fraudulently, we may refuse to pay a claim. In either case, if we have already made a payment in relation to your claim, we may seek recovery of that payment from you.

## **Privacy Statement**

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Lumley General is committed to protecting the information it holds and uses about you. The Lumley General Privacy Statement outlines how we use your personal information in accordance with the National Privacy Principles that are set out in the Privacy Act (Commonwealth) 1988 (as amended). Please refer to the Compliance section of Lumley General link at <http://www.lumley.com.au>.

### **Collection and access of personal information**

The information we collect will be used for the purpose of properly administering your claim or claims brought against you. If you wish to access your information we hold about you, please contact us.

### **How we use your personal information.**

The information we collect is used to help us provide you with your insurance product. In order to assist us in setting your claim, it may be necessary for us to disclose your personal information to other organizations or people including those who assess claims or provide medical opinions. We may also disclose your personal information to other parties as required by law or to third party service providers. They are also required to comply with privacy obligations.

## **How you can resolve a dispute with us**

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When a claim is made, and a decision made by Lumley General or it's authorised agent/s, you have rights of appeal. Our dispute resolution system is free and works like this:

1. Please advise Lumley General claims staff if you are dissatisfied with:
  - our decision on your claim,
  - our handling of your claim,
  - the services of our technical consultant.
2. If the staff member is unable to resolve it, the staff member will refer it to the Supervisor or Manager, for immediate attention.
3. If this fails to resolve your problem, you may request that the issues be referred to the Internal Dispute Resolution Manager. This Officer will investigate the dispute and try to reach a satisfactory outcome with you, normally within 21 days of the date you requested the service.
4. Should you dispute the decision you should make application to the relevant body, authority or Tribunal. The identity of that body shall be advised to you at the time the decision is made. Particular note should be made of the time periods within which you are able to make application for review of the insurer's decision.

More detailed information about this process is available by contacting us.



5. What was the contract price (including any variations)?
6. What was the agreed valuation of the variations (if any)?
7. How much have you paid the builder? (Please attach receipts/Invoices for all payments)
8. How much money is outstanding?
9. Did you or your architect, building designer, engineer etc. provide the following:
- |                  |                              |                             |                           |                              |                             |
|------------------|------------------------------|-----------------------------|---------------------------|------------------------------|-----------------------------|
| Plans?           | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Specifications?           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Other Documents? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Supervise building works? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Please attach copies of all the above documents with this claim if you answered YES to question 2

### Completion of Works

10. What date was the Building Permit/Construction Certificate issued?
11. What date was the occupancy permit or final inspection certificate issued?
12. When did you first occupy the dwelling or the area improved?

### Details where no Building Contract was Entered into

13. Did you buy a completed dwelling from the Licensed Builder? Yes  No
14. Did you buy a completed dwelling from the Owner Builder? Yes  No
15. Did you buy a completed dwelling from the previous owner? Yes  No
- If yes, please attach a note with the name and contact details of the previous owner*
16. What was the date on the contract of sale?
17. Were you aware of any of the defects in the works before purchase? Yes  No
- If yes, please provide details*
18. Did you obtain a 'Pre-Purchase' inspection report/engage a person to inspect the property? Yes  No

A copy of the contract of sale and any reports received before purchase must be included with this document

### Details of Claim or Dispute

19. When did you first become aware of the defective or incomplete work?
20. Have you notified the Builder or Owner Builder of the defective or incomplete work? Yes  No
- If yes, please provide date of verbal notice*
- If yes, please provide date of written notice (please attach copy of notice)*
21. Have you previously advised the insurer about these complaints? Yes  No
- If yes, please provide detail and copy of any relevant documents*
22. Have you previously made a related complaint? Yes  No



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**Total Amount Being Claimed** \$

**Other Proceedings**

24. Have any proceedings been commenced or concluded in relation to the subject matter of this claim resulting in, or likely to result, in settlement with the builder/contractor, an arbitration award, an award by a Tribunal or a judgment of any court? Yes  No

If yes, please provide detail and copy of any relevant documents

**Declaration: This panel MUST be completed by the Applicant(s)**

25. I/We declare that:
- a) To the best of my/our knowledge and believe the information provided herein is true and correct in every respect and I/we have not withheld any relevant information.
  - b) I/We consent to Lumley General and its related entities, using my/our personal information I/we have provided on this form for the purpose of processing my claim. I understand that if I choose not to provide the required details, Lumley General may not be able to process my claim.
  - c) I/We consent to Lumley General and its related entities to disclose my personal information to other insurers, an insurance reference service or as required by law. I consent to Lumley General and its related entities to disclose copies of all documentation I/we have supplied in support of this claim to the original builder/contractor or their representatives.
  - d) I/We shall provide whatever information and assistance Lumley General may reasonably require to investigate this claim. Further, I/We authorise the Insurer approval to provide copies of this notice and associated documents to the Builder and other interested parties and to copy them for any associated proceedings or actions brought in any Court or Tribunal, and indemnify the Insurer for any liability arising out of this action.
  - e) I/We agree that if I/we do not comply with our duty of disclosure or if I/we have provided false information to Lumley General or answered questions fraudulently then I/we will repay to Lumley General any moneys that have been paid by Lumley General in relation to this claim.
  - f) I/We assign to Lumley General all of my/our rights in relation to this claim (whether against the Builder, Owner Builder or some other party in order to enable Lumley General to recover any money paid in relation to this claim and I/we authorise Lumley General to commence and prosecute proceedings in my/our name to assist in recovering such money.

Signature of Insured  Date

Signature of Insured  Date

Please forward completed Claim Form to:  
 Builders Home Warranty Claims Department  
 Lumley General  
 PO Box 2764 Melbourne, Victoria, 3001

**Important Note**

The issue and acceptance of this claim form does not constitute an admission of liability on behalf of Lumley General. Lumley General reserves the right to request any further additional information it deems necessary to determine your claim. All information and documentation supplied to Lumley General will be used to determine the validity of your claim. Lumley General reserves the right to commence legal action against any person who supplies false or misleading information in connection with a claim, regardless of whether the claim is subsequently approved or declined.