



Victoria Government Gazette

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SPECIAL

BUILDING ACT 1993
MINISTERIAL ORDER
REQUIRED INSURANCE FOR LICENSED PLUMBERS

I, Robert Maclellan, Minister for Planning and Local Government, make the following Order under section 221ZQ(1) of the **Building Act 1993**.

PART 1 - REQUIRED INSURANCE

1. Purpose and scope of this Order

- (1) This Order specifies the insurance that a plumber¹ is required to be covered by to be eligible to be licensed under Part 12A of the *Building Act 1993*.
- (2) A plumber need only be covered by the insurance specified in this Order in relation to plumbing work for which a compliance certificate is required².

2. Overview of the required insurance

- (1) A plumber, in relation to any plumbing work (or proposed plumbing work) for which a compliance certificate is required -
 - (a) must be covered by insurance that indemnifies him or her for any liability in respect of that work that he or she is required to be indemnified for by Part 2; and
 - (b) must be indemnified by that insurance for the amounts and periods required by Part 3.
- (2) The insurance must be provided under a policy -

¹ Under Part 12A of the *Building Act 1993*, the term "plumber" includes gasfitters and drainers.

² This clause must be read subject to clauses 14 and 15. Under section 221ZH of the *Building Act 1993*, a compliance certificate is required for -

- (a) any plumbing work that has a total value of \$500 or more (or any higher amount fixed by the regulations under that Act); and
- (b) the installation of any gas-using appliance; and
- (c) the construction, installation or alteration of any below ground sanitary drain or associated gullies.

Note: Schedule 1 defines the following terms for the purposes of this Order: *building owner, completed work liability, compliance certificate, contract, defects, disappearance, domestic plumbing work, home, insolvent under administration, non-domestic plumbing work, plumbing work, public liability and trade practices liability*.

- (a) that contains the provisions set out in Schedule 2 (or provisions that have the same effect); and
 - (b) that does not contain any of the provisions prohibited by Part 4; and
 - (c) that may contain some or all of the provisions set out in Schedule 3 (or provisions that have the same effect).
- 3. Insurance may be provided by multiple policies or insurers**
- (1) For the purposes of complying with this Order it is not necessary that the insurance be provided by one policy only, or that the insurance be provided by one insurer only.
 - (2) If the insurance is provided under more than one policy, clause 2(2) applies to each of those policies (unless a contrary intention appears in this Order).

PART 2 - LIABILITY TO BE COVERED

4. Liability that must be covered in all cases

A plumber must have insurance that indemnifies him or her for -

- (a) any liability to pay for the cost of rectifying any plumbing work required because of defects in the plumbing work³;
- (b) any trade practices liability (as defined in clause 9);
- (c) any public liability (as defined in clause 10);
- (d) any completed work liability (as defined in clause 11).

5. Additional liability that must be covered for domestic plumbing work

In the case of domestic plumbing work, a plumber must also have insurance that indemnifies him or her for any liability arising from -

³ Clause 8 gives examples of what defects in plumbing work are.

- (a) any consequential financial loss reasonably incurred by the building owner as a result of any defects or non-completion of the plumbing work (as described in paragraph (b)), including but not limited to -
 - (i) the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
 - (ii) the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred; and
- (b) non-completion of the plumbing work due to -
 - (i) his or her death or legal incapacity;
 - (ii) his or her disappearance;
 - (iii) he or she becoming an insolvent under administration;
 - (iv) the cancellation or suspension of his or her licence as a licensed plumber under the *Building Act 1993*; or
 - (v) 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.⁴

6. Additional liability that must be covered for some non-domestic plumbing work

In the case of any contract for both domestic and non-domestic plumbing work in which the non-domestic plumbing work component does not exceed 20% of the total contract value, a plumber must also have insurance that indemnifies him or her for any liability arising from non-completion of the plumbing work (as described in clause 5(b)).

7. People acting on behalf of the plumber must also be covered

A plumber must also have insurance that indemnifies him or her for any liability of a type described in this Part that arises from any act or omission of any person contracted by the plumber to carry out plumbing work.

⁴ Schedule 3 permits the insurer to limit its liability under this paragraph in some circumstances.

8. Meaning of "defects"

- (1) Defects in plumbing work include -
- (a) a failure to carry out the work in a proper and workmanlike manner and in accordance with any plans and specifications set out in the contract;
 - (b) a failure to use materials in the work that are good and suitable for the purpose for which they are used⁵;
 - (c) the use of materials in the work that are not new (unless the contract permits the use of materials that are not new);
 - (d) a failure to carry out the 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* and any regulations made under that Act;
 - (e) a failure to carry out the 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 the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner 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;
 - (g) a failure to maintain a standard or quality of plumbing work specified in the contract.
- (2) A reference to any material in sub-clause (1)(b) or (f) does not include any material that is supplied by the building owner (or the owner's agent).

⁵ This provision must be read subject to any exclusion in the policy concerning defects in the materials that is allowed under Schedule 3.

9. Meaning of "trade practices liability"

Trade practices liability is any liability that arises as a result of conduct by the plumber in connection with the plumbing work that contravenes section 52 or 53 of the *Trade Practices Act 1974* (Cth) or section 11 or 12 of the *Fair Trading Act 1985*.⁶

10. Meaning of "public liability"

Public liability is any liability that arises as a result of any personal injury to a third party, or any loss or damage 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.

11. Meaning of "completed work liability"

Completed work liability is any liability that arises as a result of any personal injury to a third party, or loss or damage to the 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

PART 3 - AMOUNT AND PERIOD OF REQUIRED INSURANCE

12. Amount of insurance required for domestic plumbing work

A plumber must have insurance that indemnifies him or her in respect of domestic plumbing work -

- (a) for public liability and completed work liability for an amount of at least \$5,000,000 for any one occurrence; and

⁶ Schedule 3 permits the insurer to limit its liability for trade practices liability.

⁷ Schedule 3 permits the insurer to limit its liability for completed work liability for things in the care, custody or control of the plumber.

- (b) for all other liability under Part 2 for an amount of at least \$50,000 for any one claim or series of claims in relation to a compliance certificate (or if the compliance certificate relates to more than one home, at least \$50,000 for each home); and
- (c) for the reasonable legal costs and expenses associated with the successful enforcement of a claim against the plumber or the insurer.

13. Amount of insurance required for non-domestic plumbing work

A plumber must have insurance that indemnifies him or her in respect of non-domestic plumbing work -

- (a) for public liability and completed work liability for an amount of at least \$5,000,000 for any one occurrence; and
- (b) for all other liability under Part 2, for an amount of at least the greater of -
 - (i) \$500,000; or
 - (ii) twice the turnover earned by the insured during the period of insurance when the plumbing work was started -for any one claim or series of claims in relation to a compliance certificate; and
- (c) for the reasonable legal costs and expenses associated with the successful enforcement of a claim against the plumber or the insurer.⁸

14. Period that insurance must cover

- (1) A plumber must have insurance that indemnifies him or her in respect of plumbing work for which a compliance certificate is required—
 - (a) for the liabilities referred to in clauses 4(a)(defects), 4(b)(trade practices liability) and 5 (consequential financial loss and non-completion) from the time he or she agrees to carry out that work until -
 - (i) 10 years after he or she last issued the compliance certificate in relation to that work; or

⁸ Schedule 3 permits the insurer to cap the total amounts paid under a policy.

(ii) if he or she does not issue a compliance certificate in relation to the work, 10 years after he or she stopped carrying out that work; and

(b) for public liability and completed work liability that arises from personal injury to a third party or loss or damage to the property of a third party (other than 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 the plumbing work (regardless of when the plumbing work was carried out).

(2) The indemnity provided by the insurance for the liabilities referred to in clauses 4(a), 4(b) and 5 must continue to apply throughout the relevant period specified in sub-clause (1)(a) even if the plumber ceases to be a licensed or registered plumber before the end of that period and even if the plumber ceases to maintain the policy under which the insurance is provided.

(3) In relation to plumbing work carried out before 24 March 1997, a reference to "plumbing work" in sub-clause (1)(b) is to be read as a reference to plumbing work carried out by the plumber before that date for which the plumber would have been required to issue a compliance certificate if Part 12A of the *Building Act 1993* had been in force at the time the work was carried out.

15. Transitional provision concerning the period of insurance for defects

(1) If, on or before 24 March 1997, a plumber takes out an insurance policy that otherwise complies with this Order, the policy must state that it indemnifies the plumber for the liabilities referred to in clauses 4(a), 4(b) and 5 for all plumbing work -

(a) that the plumber has begun before that date, but not finished; and

(b) for which the plumber will be required to issue a compliance certificate.

(2) The policy must also state that it indemnifies any person contracted by the plumber to carry out that plumbing work for the liabilities referred to in clauses 4(a), 4(b) and 5.

PART 4 - PROHIBITED PROVISIONS

16. Prohibited provisions

- (1) The policy must not have any provision that limits the indemnity provided under the policy with respect to any defect as a result of -
- (a) any loss or damage to that part of the property on which the plumber is working and which arises out of such work;
 - (b) any error in design, specification, formula or pattern or the provision of advice that is incidental to any plumbing work undertaken by the plumber;
 - (c) the cost of inspecting, repairing or replacing component parts of plumbing work.
- (2) The policy must not have any provision that excludes the cover provided under the policy with respect to public or completed work liability as a result of any personal injury, loss or damage arising directly or indirectly out of, or in connection with or caused by, the erection, demolition, alteration of or addition to buildings by or on behalf of the plumber.

PART 5 - OTHER MATTERS

17. Adoption by reference

If the policy adopts by reference any of the provisions of Schedule 2 or 3, the policy must set out a copy of the provisions adopted (and any relevant definitions).

18. Relationship between Schedule 3 and the rest of this Order

If there is an inconsistency between a provision of Schedule 3 and any other provision of this Order -

- (a) the provision of Schedule 3 prevails over any provision to the contrary in Parts 2 and 3;
- (b) a provision of Part 4 or Schedule 2 prevails over any provision to the contrary in Schedule 3.

19. Other exclusions or limitations

The policy may include an exclusion or limitation that is not referred to in Schedule 3 if the exclusion or limitation -

- (a) is standard to the insurer's policy wording; and
- (b) is not otherwise inconsistent with, or contrary to, anything in this Order.

20. Amounts in Schedule 3 may be varied

For the purposes of this Order a provision has the same effect as a particular clause in Part 3 of Schedule 3 if it provides a greater insurance cover to the insured than that specified in that clause.

SCHEDULE 1- DEFINITIONS APPLYING TO THIS ORDER

In this Order -

"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; and
- (b) any person who is the owner for the time being of such land, building or home; and
- (c) if the land, building or home is subject to the *Subdivision Act 1988*, the body corporate for that land, building or home; and
- (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;

"completed work liability" has the meaning set out in clause 11;

"compliance certificate" means a certificate referred to in section 221ZH of the *Building Act 1993*;

"contract" means a contract to carry out plumbing work and includes a domestic building contract or other building contract that includes plumbing work;

"defects", in relation to plumbing work, includes the matters listed in clause 8;

"disappearance" means cannot be found after due search and inquiry;

"domestic plumbing work" means plumbing work performed or intended to be performed on or in relation to a home or any building or structure on land on which a home is or is intended to be situated;

"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 houseboat that is less than 8 metres in length, but does not include -

- (a) any residence that is not intended for permanent habitation; or
- (b) a rooming house within the meaning of the *Rooming Houses Act 1990*; or

- (c) a motel, residential club, residential hotel or residential part of licensed premises under the *Liquor Control Act 1987*; or
- (d) a nursing home, hospital or accommodation associated with a hospital; or
- (e) any residence that the regulations made under the *Domestic Building Contracts and Tribunal Act 1995* state is not a home for the purposes of the definition of "home" in that Act;

"insolvent under administration" means a person who is a bankrupt in respect of a bankruptcy from which the person has not been discharged and includes -

- (a) a person who has executed a deed of arrangement under Part X of the *Bankruptcy Act* (or the corresponding provisions of the law of another jurisdiction) where the terms of the deed have not been fully complied with; and
- (b) a person whose creditors have accepted a composition under Part X of the *Bankruptcy Act* (or the corresponding provisions of the law of another jurisdiction) where a final payment has not been made under that composition;

"non-domestic plumbing work" means plumbing work that is not domestic plumbing work;

"plumbing work" has the same meaning as it has in section 221C of the *Building Act 1993*;⁹

"public liability" has the meaning set out in clause 10;

"trade practices liability" has the meaning set out in clause 9.

⁹ Section 221C of the *Building Act 1993* states -

221C Meaning of "plumbing work"

- (1) In this Part (12A) "plumbing work" means any plumbing work that the regulations state is plumbing work to which this Part applies.
- (2) Any reference to plumbing in this Part is to be read as if it included a reference to gasfitting and draining work, unless a contrary intention appears or the context otherwise requires.
- (3) In all Divisions other than Divisions 2 and 3, a reference to plumbing work includes a reference to specialised plumbing work, unless a contrary intention appears or the context otherwise requires.

SCHEDULE 2 - MANDATORY PROVISIONS

1. Purpose of this Schedule

This Schedule sets out the provisions that the policy under which the insurance is provided must contain.

2. Definitions

In this Schedule -

"the Ministerial Order" is the Ministerial Order made on 5 May 1997;

"this policy" is the policy under which we provide insurance to you;

"we" means the insurer;

"you" means the plumber.

3. Insurer to comply with court orders etc.

We agree to comply with any order made against you by a court, the Domestic Building Tribunal, the Administrative Appeals Tribunal or any other competent judicial body, in respect of any liability for which you are indemnified under this policy (including any excess that you may be obliged to pay to us).

4. Deemed acceptance of claims

- (1) This clause only applies in relation to domestic plumbing work.
- (2) This clause does not apply in relation to public and completed work liability.
- (3) 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 Domestic Building Tribunal.

5. This 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 that Order.

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

- (1) This clause only applies in relation to domestic plumbing work.
- (2) We agree that we will not refuse to pay a claim (other than a claim in respect of public or completed work liability) 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.
- (3) You agree that if we make a payment under this policy to, or for the benefit of, a building owner under the circumstances contemplated by this clause, by doing so we are not restricting our right to recover that payment from you.

7. Insurer must give effect to certificates

- (1) This clause only applies in relation to domestic plumbing work.
- (2) 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 (other than a claim in respect of public or completed work liability) under this policy on the ground that you have not paid the premium for the insurance.
- (3) You agree that if we make a payment under this policy to, or for the benefit of, a building owner under the circumstances contemplated by this clause, by doing so we are not restricting our right to recover that payment from you.

8. Deemed notice of defects

We agree that if a person gives notice of a defect in writing to you or us, that person is to be taken for the purposes of this policy to have given notice of every defect of which the defect notified is directly or indirectly related, whether or not the claim in respect of the defect that was actually notified has been settled.

9. Claimant may enforce policy directly 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) any event listed in clause 5 of the Ministerial Order occurs; or
 - (ii) you refuse to make a claim against us; or
 - (iii) there is an irretrievable breakdown of communication between you and us; and
- (b) that for the purpose of such 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 excess that you are required to pay.

10. Section 54 of the Insurance Contracts Act 1984 to apply

- (1) We acknowledge that section 54 of the *Insurance Contracts Act 1984* (Cwth) applies to this policy.
- (2) Despite sub-clause (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 notifies 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.¹⁰

¹⁰ Section 54 of the *Insurance Contracts Act 1984* states -

Section 54 Insurer may not refuse to pay claims in certain circumstances

- (1) Subject to this section, where the effect of a contract of insurance would, but for this section, be that the insurer may refuse to pay a claim, either in whole or in part, by reason of some act of the insured

- (3) Sub-clause (2) is subject to any thing to the contrary in any provision made under clause 12 of Schedule 3.

11. 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 Board and you notice in writing of the cancellation; and
- (b) has no effect on any of our obligations under the policy with respect to the liabilities referred to in clauses 4(a)(defects), 4(b)(trade practices liability) and 5 (consequential financial loss and non-completion) of the Ministerial Order in relation to plumbing work that was carried out while the policy was in force; and
- (c) has no effect on any of our obligations under the policy with respect to the liabilities referred to in clauses 4(c)(public liability) and 4(d)(completed work liability) of the Ministerial Order in relation to any personal injury to a third party or loss or damage to the property of a third party (other than property that is part of the plumbing work itself) that occurred while the policy was in force.

or of some other person, being an act that occurred after the contract was entered into but not being an act in respect of which subsection (2) applies, the insurer may not refuse to pay the claim by reason only of the act but his liability in respect of the claim is reduced by the amount that fairly represents the extent to which the insurer's interests were prejudiced as a result of that act.

- (2) Subject to the succeeding provisions of this section, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by the contract, the insurer may refuse the claim.
- (3) Where the insured proves that no part of the loss that gave rise to the claim was caused by the act, the insurer may not refuse to pay the claim by reason only of the act.
- (4) Where the insured proves that some part of the loss that gave rise to the claim was not caused by the act, the insurer may not refuse to pay the claim, so far as it concerns that part of the loss, by reason only of the act.
- (5) Where:
- (a) the act was necessary to protect the safety of a person or to preserve property; or
- (b) it was not reasonably possible for the insured or other person not to do the act; the insurer may not refuse to pay the claim by reason only of the act.
- (6) A reference in this section to an act includes a reference to:
- (a) an omission; and
- (b) an act or omission that has the effect of altering the state or condition of the subject matter of the contract or of allowing the state or condition of that subject matter to alter.

12. Notification concerning claims settled

We and you both agree that we will notify the Plumbing Industry Board in writing in the manner required by the Minister of the settling or payment of any claim under the policy.

SCHEDULE 3 - ALLOWABLE EXCLUSIONS ETC.

Part 1 - Purpose

1. Purpose of this Schedule

This Schedule sets out the provisions that the policy under which the insurance is provided may contain.

2. Definitions

In this Schedule -

"**the Ministerial Order**" is the Ministerial Order made on 5 May 1997;

"**this policy**" is the policy under which we provide insurance to you;

"**we**" means the insurer;

"**you**" means the plumber.

Part 2 - Allowable Exclusions

3. Exclusion concerning product liability

- (1) In this clause "**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.
- (2) This policy does not cover you for any loss or damage giving rise to a claim under clause 4(a) of the Ministerial Order resulting from a product defect.

(3) However, we agree that if we intend to rely on the fact this policy 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.

(4) We agree that nothing in this clause removes the cover given to you by this policy 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.

4. Exclusion concerning wear and tear

This policy does not cover you for any injury, loss or damage resulting from -

- (a) fair wear, tear or depreciation of plumbing work; or
- (b) a failure by the building owner to reasonably maintain plumbing work.

5. Exclusion of consequential financial loss for non-domestic plumbing work

In relation to non-domestic plumbing work, this policy does not cover you for consequential financial loss.

6. Exclusion concerning exposure to asbestos

This policy does not cover you for any injury, loss or damage directly or indirectly caused by, contributed to or arising from, exposure to asbestos.

7. Exclusion concerning legal costs

This policy does 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 the policy; or
- (b) to a liability in respect of which you are covered under this policy.

8. Exclusion concerning liquidated damages for delay

(1) This policy does not cover you for claims for liquidated damages for delay, or damages for delay, that may arise under a contract.

- (2) However, we agree that nothing in this clause removes the cover given to you by this policy in relation to any increase in rectification costs caused by a delay.

Part 3 - Allowable Limitations

9. Policy may impose limitation on total amount payable

The maximum total amount that will we will pay out under this policy is -

- (a) \$5,000,000 for public and completed work liability for any one occurrence; and
- (b) \$5,000,000 for all claims for all other liability under Part 2 of the Ministerial Order; and
- (c) \$5,000,000 for all claims for completed work liability.

10. Policy may impose limitation concerning trade practices liability

The maximum total amount that we will pay out under this policy for trade practices liability is the cost of rectifying the relevant plumbing work.

11. Policy may impose limitation concerning property damage

The maximum total amount that we will pay out under this policy for any loss or damage caused by you directly or indirectly to any thing in your care, custody or control is \$20,000.

12. Policy may impose 10 year limitation on claims

We will not accept any claims first notified to us after the expiration of 10 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, 10 years after you stopped carrying out that work.

13. Limitation for common property

- (1) This clause applies if a claim is paid by us in relation to the common property of a building or complex of multiple homes and the property on which the building or complex stands, and on which plumbing work is carried out, is subject to the *Subdivision Act 1988*.
- (2) We will reduce the amount we will pay under this policy in respect of any one home in the building or complex by an amount calculated by dividing the amount of the claim paid by us by the number of homes in the building or complex.

14. Limitation concerning non-completion of work

If you fail to complete plumbing work for any reason listed in clause 5 of the Ministerial Order, then this policy does not cover you for claims for the whole or a specified part of any payment made under a contract that exceeds the value of the work completed at the time of payment.

Part 4 - Excess

15. Excess

You agree to pay to us for each claim settled by us under this policy the amount of excess agreed by us in this policy.

16. Qualification concerning excess permitted

Despite clause 15, you are not liable for any excess -

- (a) in respect of any claim made against you for personal injury; or
- (b) in respect of any claim for non-completion under clause 5 of the Ministerial Order.

17 Further qualification concerning excess permitted

Despite clause 15, you are not liable to pay an excess more than once in relation to any claim comprising more than one defect or 2 or more claims that relate to the same defect.

18 Recovery of excess

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 any excess specified in this policy.

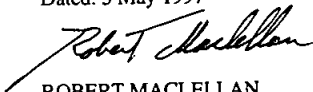
Part 5 - Miscellaneous

19. You must co-operate with us

- (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 refuses you access to the site).
- (2) We may reduce the amount of a claim by a building owner 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 (1)(b).

This Order has effect from 27 May 1997¹¹.

Dated: 5 May 1997



ROBERT MACLELLAN
Minister for Planning and Local Government

¹¹ Despite the specification of this date in the Order, as a result of the amendment made to the *Building Act 1993* by section 21 of the *Building (Further Amendment) Act 1997*, this Order is deemed to have effect from 24 March 1997.







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