Design & Construction Claims

Important Notice: These are examples only. You should read them only as a guide. They do not form part of any policy. Every claim is different. We always determine indemnity decisions and claim payments on an individual basis, after we have assessed the claim. Information provided is general only and has been prepared without taking into account any person's particular objectives, financial situation or needs. Insurance cover and whether a policy responds to a claim is subject to the terms, conditions, limits and exclusions of the policy. When making a decision to buy or continue to hold a financial product, you should review the relevant policy documents.

Attendee Injury

The claimant attended a performing arts centre where she allegedly fell down a 'gap' near the seating in the centre and sustained injuries. The insured was the architect engaged by the owner to design the centre. The claimant commenced proceedings against the owner and the insured. The owner also commenced a third party claim against the insured. Indemnity was extended to the insured and panel lawyers represented the insured in the proceedings. The proceedings and third party claim against the insured were withdrawn with no order as to costs and the matter was resolved.

Sporting Facility

The insured was engaged to design and construct sporting facilities as an expansion of an existing facility. The insured was engaged by the claimant who was contracted to build the expanded facility. Following substantial completion of the facilities, notices were issued in respect of defects requiring remediation. A letter of demand was issued by the claimant. The insured was indemnified in relation to the claim, and the matter was informally resolved with a payment to the claimant in excess of $450,000 for the rectification costs.

Building Structural Items

The claimant commenced proceedings against the insured seeking damages in excess of $1.5M plus interests and costs. The claimant alleged that the insured provided negligent advice in relation to the required specifications of critical building structural items and the design of such items was defective. The damages sought were for the claimant's rectification costs of the structural items in question. The insured was indemnified in relation to the proceedings, and the matter was informally resolved for $1M.

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Roof Replacement

The insured was engaged to carry out roof replacement and associated drainage works on two buildings. The superintendent of the works was the claimant. The works included the installation of an elevated protective structure on the roof of the buildings (Works). The insured sub-contracted the Works to a subcontractor. The Works were completed and several days later there was a severe weather event and the structure sustained severe damage and failed (and there was also resultant damage to the roof of the buildings). Indemnity was extended to the insured and resulting in reimbursement in excess of $600,000 for the rectification of the structure and the roofs.

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