

**A Legal Guide to Contract Works and
Construction Liability Insurance in Australia**



This Guide was prepared by reference to current case law and legislation in force as at 30 April 2018; but does not purport to be an exhaustive statement of all applicable case law and legislation.

Due to the extensive nature of this Guide, there may be some references to case law and legislation that are no longer current. This Guide attempts to draw out the most significant points in the relevant case law and legislation. Whilst all care has been taken to ensure that the most up to date information has been included, not all aspects of the case law and legislation have been covered. The material contained in this Guide is in the nature of general comment only, and neither purports nor is intended to be advice on any particular matter. No reader should act on the basis of any matter contained in this publication without considering, and if necessary, taking appropriate professional advice upon his or her own particular circumstances.

A Legal Guide to Contract Works & Construction Liability Insurance in Australia

3rd Edition

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PREFACE

This Guide has been prepared for insurers and their advisors, brokers, loss adjusters, contractors and other professionals involved in the construction and engineering industry.

The aim of this Guide is to examine the issues arising from the interpretation of contract works and construction liability insurance policies by courts primarily in Australia and the United Kingdom.

Each chapter explores different aspects of these policies through the use of case analysis and the judicial interpretation of policy wordings.

It is hoped that this significantly expanded and updated edition of the Guide will afford the reader a greater understanding of the process of, and approach to, policy wordings by the courts through the detailed analysis contained herein.

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