



PROPOSAL FORM ➔

Annual Construction Insurance Proposal Form

EXTF172

Broker Information

Broker (Company): _____

Broker: _____

Postal Address: _____

Phone: _____ Email: _____

General Applicant Information

1. Named Insured: _____

2. Australian Business Number (ABN), if applicable: _____

3. Business Address: _____

4. Business Activities (detailed scope of works): _____

5. Year Business Established - If this is a new venture, please provide the Your industry experience: _____

6. Previous Entity – Have You ever traded under another entity? If so, what entity, why did the entity cease trading and are there any claims under the previous entity: _____

7. Goods & Services Tax (GST) - To ensure that you do not incur unnecessary GST liabilities on claim settlements please advise:

– Registered for GST? Yes No

– Any entitlement you have to an Input Tax Credit: _____%

8. Other Insured parties:

Principal Sub-contractors Others (please describe) _____

ATC Insurance Solutions Pty Ltd (ABN 25 121 360 978 AFSL 305802) is acting under the authority of the underwriters and will handle this claim as agent of the underwriters and not the claimant.

Period of Insurance

- 9. **Policy Period** From: ___/___/___ To: ___/___/___
- 10. **Construction Period:** _____Months
- 11. **Maximum Defects/Maintenance Liability Period:** _____Months
- 12. **Testing and Commissioning Period:** _____Weeks

GEOGRAPHICAL LIMITS FOR SECTION A & B

- 13. **Material Damage** - Any one Contract Site anywhere in: _____
- 14. **Liability** - Anywhere in: _____

Insurance Details

- 15. **Mark the contract types and the % that you estimate make up your turnover.**

Contract Type	_____ % of Activity
Residential	_____ % of Activity
Light Commercial	_____ % of Activity
Industrial Contracts	_____ % of Activity
Multi Storey Commercial	_____ % of Activity
Civil (Dry Risks)	_____ % of Activity
Civil (Wet Risks)	_____ % of Activity
Simple Mechanical	_____ % of Activity
Others (please specify): _____	

- 16. **Where are your contracts predominantly based?**

- City CBD:	_____ %
- Residential Metropolitan:	_____ %
- Country / Rural:	_____ %

- 17. **Is there any work performed above the 26th parallel?**

Yes No

If yes, please specify % of work: _____ %

18. Will any Project involve any of the following

- (a) Demolition above 10 metres in height? Yes No
- (b) Buildings or structures of heritage significance? Yes No
- (c) Alteration to Existing Structure? Yes No
- (d) Underpinning, piling or shoring? Yes No
- (e) Retaining walls greater than 15 metres in length and/or 2 metres in height? Yes No
- (f) Blasting or explosives? Yes No
- (g) Underground works, tunnels, shafts, mines or galleries? Yes No
- (h) Road works or bridges Yes No
- (i) Any work in, on, over or under a permanent body of water? Yes No
- (j) Directional drilling or boring? Yes No
- (k) Reblocking, restumping or house raising? Yes No
- (l) Does your business involve work carried out at or on airports, aircrafts, watercrafts, motor vehicles, mines, power stations, petro chemical, oil refineries, fuel depots, oil rigs and rail systems? Yes No
- (m) Excavation greater than 3 metres? Yes No
- (n) Hazardous chemicals/flammable liquids? Yes No
- (o) Refuse removal or disposal? Yes No
- (p) Hot works (Welding, cutting, grinding etc)? Yes No
- (q) Standalone swimming pool construction? Yes No
- (r) Prototypes, experimental materials or construction methods Yes

If 'Yes' to any of the above, kindly provide brief details: _____

19. Contractual Liability

Have you entered into any Contract or Agreement (including any in respect of the supply of raw materials, components or finished goods) under which you have assumed liability for which you would not normally be liable, or under which you have waived Your legal rights of recovery (eg. Hold Harmless Agreements) ? Yes No

If Yes, please provide details and attach copies of the Contract or Agreement: _____

SECTION A Material Damage

20. Items Insured and Sum Insured

(a) Insured Property	Sum Insured
(a) Contract Works	\$ _____
(b) Named Insured's Plant & Equipment	\$ _____
(c) Existing Buildings or Structure of Principal	\$ _____
(d) Off-site Storage	_____ % of Contract Value
(e) Insured Property whilst in transit	_____ % of Contract Value
(b) Costs and Expenses	
(a) Expediting Expenses	_____ % of Contract Value
(b) Removal of Debris and Other Costs	_____ % of Contract Value
(c) Professional Fees	_____ % of Contract Value
(d) Claims Preparation Costs	_____ % of Contract Value
(e) Temporary Protection	_____ % of Contract Value
(f) Mitigation Expenses	_____ % of Contract Value
(g) Search and Locate Costs	\$ _____
(h) Claims Preparation Costs	\$ _____
(i) Government and Other Fees	_____ % of Contract Value
(j) Fire Extinguishment Costs	_____ % of Contract Value
(k) Escalation	_____ % of Contract Value

21. What style of annual cover do you require?

(a) "Contracts Transfer"

This option covers contracts that commence during the Period of Insurance as well as contracts that are still within their construction or maintenance periods immediately prior to the commencement of the Period of Insurance.

Cover ends at Practical Completion, the expiry of the Maximum Construction Period (plus Maintenance Period if applicable), or the end of the Period of Insurance, whichever occurs first.

What is the estimated turnover of works to be carried out within the next 12 months (including Principal Supplied Materials)?

\$ _____

Please provide an estimated state split of turnover:

QLD \$ _____ NSW \$ _____ VIC \$ _____ WA \$ _____ SA \$ _____
 TAS \$ _____ ACT \$ _____ NT \$ _____ O/S \$ _____

(b) "Contract Commenced" (run-off)

This option covers contracts that commence during the Period of Insurance.

Cover ends at Practical Completion, or the expiry of the Maximum Construction Period (plus Maintenance Period if applicable), whichever occurs first.

What is the estimated value of contracts that will commence within the next 12 months (including Principal Supplied Materials)?

\$ _____

Please provide an estimated state split of turnover:

QLD \$ _____ NSW \$ _____ VIC \$ _____ WA \$ _____ SA \$ _____
 TAS \$ _____ ACT \$ _____ NT \$ _____ O/S \$ _____

SECTION B ➔ Third Party Liability

22. Risk Management - Subcontractors

(a) Do all the Subcontractors that you use have their own Public Liability Insurance? Yes No

If 'Yes' to above, how is the insurance confirmed? Verbally Subcontract Agreement

Written Evidence - Certificate of Currency Other (please specify): _____

(b) Do you hold regular meetings with relevant on-site staff and Subcontractors where work hazards and risk management issues are discussed? Yes No

(c) What do you do to ensure the safety and security of your worksite? _____

(d) What are your Annual Payments to Subcontractors? \$ _____

Risk Management - Labour Hire

(e) Do you use the services of labour hire personnel / companies? Yes No

(f) What are your Annual Payments to labour hire personnel / companies? \$ _____

(g) Please advise the activities of the labour hire personnel / companies you engage _____

23. Limit of Liability Required: \$ 5,000,000 \$ 10,000,000 \$ 20,000,000 \$50,000,000

SECTION C ➔ Claim Details

24. Has the Insured had any Material Damage or Third Party Liability Claims in the past five (5) years? Yes No

If 'Yes', please provide details below and attach a claims history:

DATE OF LOSS	NATURE OF CLAIM (THEFT, MALICIOUS DAMAGE, ETC)	EXCESS	AMOUNT PAID
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____
___/___/___	_____	\$ _____	\$ _____

Underwriting Information

25. Have any insurers ever declined your proposal/application? Yes No

26. Have any insurers refused or cancelled cover or imposed special conditions in respect of the proposed insurance? Yes No

27. Have You or any person applying for this insurance ever been declared bankrupt, insolvent, had liquidators appointed, been a defendant in a civil court case or convicted of any criminal offence? Yes No

If 'Yes' to any of the above, please provide full details: _____

SECTION D ➔ Declaration and Signature

Declaration and Signature

Please read carefully the following important information before signing:

DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty to tell us anything that You know, or could reasonably be expected to know, may affect our decision to insure You and on what terms.

You have this duty until we agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract

You do not need to tell us anything that:

- reduces the risk we insure You for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive Your duty to tell us about.

If You do not tell us something

If You do not tell us anything You are required to, we may cancel Your contract or reduce the amount we will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Under Insurance/Average

This means that if you under insure, you may be required to bear a portion of the loss yourself.

Inadequate space to answer

If there is inadequate space to answer any questions or you need to disclose something to us because of your duty of disclosure, please attach a separate piece of paper to this proposal form giving full details of additional information.

Privacy

In this statement "we", "us" and "our" means Lloyd's and ATC Insurance Solutions (ATC) as its agent.

We are bound by the requirements of the *Privacy Act 1988* (Cth), the *Privacy Amendment (Private Sector) Act 2000* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at www.atcis.com.au or by calling us on the number below.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom. These parties which include our related entities, distributors, agents,

insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1700 or write to us at the address given on page one.

Declaration

I/We represent that the above statements and facts are true and that no material facts have been suppressed or misstated.

Furthermore, I/we

- 1. have either completed all of the questions on this form personally or they have been completed by someone else on my/our behalf and the answers have been checked for fullness and accuracy by me/us**
- 2. have read and understood the information concerning the duty of disclosure and all other important notices;**
- 3. agree to ATC Insurance Solutions obtaining from my/our previous insurer(s) any information it may need about my/our claims or insurance history;**
- 4. agree to ATC Insurance Solutions making enquiries from any third party to verify my/our claims history and other information disclosed herein or statements made by myself/ourselves in making this application;**
- 5. agree to ATC Insurance Solutions disclosing to any insurance intermediary appointed or to any former or future insurer of myself/ ourselves the claims history or any other information as may be determined;**
- 6. have received and read a full copy of the Product Disclosure Statement for this insurance with this application form.**

If insufficient space is provided on this proposal in respect of any questions contained on the proposal, please attach a sheet of paper containing the additional information, noting the relevant question number and sign and date such attachment.

I/We declare that the answers given herein are in every respect true and correct and that

I/we have not withheld any information likely to affect the acceptance of the Proposal.

I/We have read and understood the Proposal and the Policy conditions.

First Name _____ Last Name _____

Signature _____ Date ____/____/____