

# Commercial Structural Defects Insurance Proposal Form

## INSTRUCTIONS AND ADVICE TO APPLICANTS

### Completion of Proposal Form

**IMPORTANT:**

Please answer all questions fully. If the space provided in this proposal form is insufficient please attach your response using company letterhead.

<b>MEMBERSHIP DETAILS</b>	<b>HIA</b>	<input type="checkbox"/>	Membership No:	Expiry Date: _____
	<b>MBA</b>	<input type="checkbox"/>	Membership No:	Expiry Date: _____
	<b>AIB</b>	<input type="checkbox"/>	Membership No:	Expiry Date: _____

### THE APPLICANT

1. Name of Company, Partnership or Person(s) include all subsidiaries to whom this insurance is to apply:

Name	Year Established	ABN (if applicable)	Type of Business (Please mark X - use spacebar)		
			Sole Trader <input type="checkbox"/>	Trustee <input type="checkbox"/>	
			Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	
			Sole Trader <input type="checkbox"/>	Trustee <input type="checkbox"/>	
			Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	
			Sole Trader <input type="checkbox"/>	Trustee <input type="checkbox"/>	
			Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	

2. **Principal Contact Person:** \_\_\_\_\_ Position: \_\_\_\_\_  
 Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Email: \_\_\_\_\_

3. **Principal Office Location:** \_\_\_\_\_ Postcode: \_\_\_\_\_

4. **Address(es) of branch offices or other locations:** \_\_\_\_\_ Postcode: \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_

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5. (a) Has the the business ever traded under a different name? No  Yes   
 (b) Has the business ownership structure changed or have you ever purchased or merged with another business? No  Yes   
 If YES to any of the above please supply details in the following space. If insufficient space enclose on company letterhead.

6. In the following space please describe your building activities including type of building work and any specialities. Please also include any significant changes planned for the forthcoming year:

7. **Registered Building Practitioners:**

Please complete the following table for those Principals, Directors, Partners, Managers or Employees that will be registered as Building Practitioners:

Name	Age	Reg No.	Registration Expires	Years of Exp.	Qualifications	Years practising as a Reg Building Practitioner		Date of first Registration
						This Business	Previous Business *	

\* please indicate any Previous business that the Registered Building Practitioner has been associated with and what role they performed ie:- a Director, Principal, Partner, Employee

(ATTACH SCHEDULE IF INSUFFICIENT SPACE ABOVE)

8. **Associated Businesses:**

- Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other business? No  Yes   
 If YES, please supply details and clarify any relationship(s) with entities to be insured as noted in Q1.

9. Has your company, partnership or any trading entity involving any Directors, Partners or Employees ever been subject to disciplinary procedures, enquiry or dispute as to a building practice? If "Yes", please specify: No  Yes

10. a) Has any Claim ever been made, or has any negligence ever been alleged, against you or any of the present or former Principals, Directors or any of your Registered Builders or have any circumstances been notified to insurers relating to an allegation of defective workmanship or breach of duty? No  Yes   
 b) Are there any circumstances not already notified to insurers which may give rise to a Claim against you or any prior corporate practice or any of the present or former Principals/Directors or any of your Registered Builders arising from an allegation of defective workmanship or breach of duty? No  Yes   
 c) Are there any Claims against any previous businesses with which you have been involved which may give rise to a Claim against either a Principal, Director or any of your Registered Builders relating to defective workmanship or breach of duty? No  Yes

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If you have answered **YES** to **question 10 above** please provide the following details in respect of each claim, fact or circumstance:

Name of claimant or potential claimant	Brief description of the matter	Estimate of potential liability
		\$
		\$

**11. Turnover/Activity:** (Round to nearest \$'000)

a) Please exclude any turnover from commercial **subcontract work** where you are working for another registered commercial builder. We refer you to the definitions detailed below for each heading to assist with your completion of this table.

Calendar Year ? Or Financial Year?	1. Commercial <u>NON</u> Structural Contracts		2. Commercial Structural Contracts		3. Domestic Building Work	4. Maintenance & Civil Works
			Structural Amount	Non Structural		
Ending 2014	\$		\$		\$	
Ending 2015	\$		\$		\$	
Ending 2016	\$		\$		\$	
Ending 2017	\$		\$		\$	
Estimate for 2018	\$		\$		\$	

1. Contracts that involved NO structural work whatsoever i.e. contracts that were 100% fitout
2. Contracts that contain SOME or only structural work - please allocate the turnover from such contracts between the non structural and structural components. Non-structural work i.e. fitout, plumbing, mechanical, plastering, roof covering etc.; structural work i.e. concreting, beams, foundations, steel work, slabs, timber supports etc.
3. Any domestic building work (including high rise)
4. Maintenance work not impacting upon the structural integrity of a building and any civil component of a contract i.e. roadworks, paving, drainage etc. - not impacting upon the structure.

b) Please detail the percentage allocation of turnover by geographical territory: (Express % applicable to each Territory)

VIC  NSW  QLD  SA  WA  TAS  NT  ACT

**12. Major Projects:** Please provide details of the seven largest commercial projects undertaken in the past TEN years:

	Details of Project	Month/Year of Completion	Contract Value
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

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**13. Design & Construct:**

Do you undertake or are any of your contracts undertaken on a "Design and Construct basis? If "Yes", please specify: No  Yes

Do you have your own inhouse:

a) architectural design team? No  Yes

b) structural engineering team? No  Yes

c) geotechnical engineering capability? No  Yes

**14.** Are all architectural or engineering design or specifications used by you approved and signed off by an independent architect or engineer? No  Yes

**15.** If you undertake Design & Construct projects does your firm carry or has your firm ever carried **professional indemnity insurance**? If YES please provide the following details regarding this insurance: No  Yes

Name of Insurer: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Limit of Liability: \$ \_\_\_\_\_ any one claim \$ \_\_\_\_\_ in the aggregate Excess: \$ \_\_\_\_\_

**16.** (a) Please provide details of previous Builders Indemnity/Commercial Builder Structural Defects Insurance:

Name of Previous Insurer	Expiry Dates	Retroactive Date	Premium Paid
_____	_____	_____ or _____	\$ _____
_____	_____	_____ or _____	\$ _____
_____	_____	_____ or _____	\$ _____

(b) What date did you first purchase Builders Indemnity or Commercial Structural Defects Insurance? \_\_\_\_\_

**17. Construction Risks (Material Damage & Liability) Insurance:**

(a) Have you purchased Construction Risks (Material Damage & Liability) insurance that insures all of your work? No  Yes

(b) If YES please advise: Insurer: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Premium: \$ \_\_\_\_\_

(c) Do you wish us to provide you with a quotation for a Multi Policy Discount? No  Yes

**18.** a) Do you use or have you ever used **untried or untested designs, materials or construction techniques**? No  Yes

(b) Do you agree to advise us in advance of any such new contracts you propose to enter into in the next twelve months? No  Yes

**19.** Has the proposer, any related company, any Director, Partner, Principal, Registered Building Practitioner or any other person or entity to be covered by this insurance been:

(a) refused insurance, had a policy cancelled or had special conditions imposed on an insurance policy by an Insurer? No  Yes

(b) refused a builders licence or had a licence suspended or cancelled by a regulatory authority? No  Yes

(c) declared bankrupt or entered into a scheme of arrangement with creditors, or been a director or company that has been placed under administration, entered into a scheme or arrangements with creditors, placed into receivership or liquidation? No  Yes

If the answer to any of these questions is "Yes", please give details:

**20.** After reading the enclosed **Important Notices**, and in particular the notice relating to your **Duty of Disclosure**, is there any further information you wish to advise or matters your wish to draw to the Insurer's attention:

If "Yes", please specify:

## Declaration

We, the undersigned, declare and acknowledge:

- that we are, after enquiry, authorised by all persons or entities seeking insurance, to make this proposal;
- that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and that until a Contract of Insurance is entered into, we are obliged to inform Liberty International Underwriters of any changes to any information supplied or of any new information that is relevant;
- that we understand Liberty International Underwriters relies on the accuracy of the information and documentation supplied proposing for this insurance;
- that if a Contract of Insurance is entered into, all information and documentation supplied in proposing for this insurance shall be incorporated into and form part of such Contract of Insurance;
- that we have read and understood the Important Notices which form part of this proposal;
- that we understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposers' acceptance of an offer by Liberty International Underwriters, if any.

**To be signed by the Chairperson and an Executive Officer of the Company, or if a Partnership by each Partner, or if a Sole Trader by the Principal.**

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Please return this form, completed and signed to:  
Bovill Risk & Insurance Consultants Pty Ltd  
PO Box 1020  
Richmond North Vic 3121**

## IMPORTANT NOTICES

Your insurance is subject to the following important notices. Please read these and contact us immediately should you have any queries or concerns. Please detach this page and retain for your records.

### Claims Made Insurance

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### Non Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### Privacy Policy

We are bound by the Privacy Act 1988 (Cth) or as amended and its associated National Privacy Principles when we collect and handle your personal information. We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers. If you do not provide the information we need we may not be able to offer you insurance or deal with claims under your insurance.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to 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 either of these things, you must tell us before you provide the relevant information.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officers.

Our Privacy Officers may be contacted during business hours on:

#### Liberty International Underwriters

Telephone: 02 8298 5800  
Fax: 02 8298 5888  
Mail: Locked Bag 18, Royal Exchange, NSW, 1225

#### Bovill Risk & Insurance Consultants

Telephone: 03 8862 2333  
Fax: 03 9419 2971  
Mail: PO Box 1020, Richmond North, VIC 3121

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605). Incorporated in Massachusetts, U.S.A.  
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