



Annual contract Works and Legal Liability Insurance Proposal

Duty of Disclosure

This policy is subject to The Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure. Before you take out insurance with us you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same legal duty to inform us of those things before you renew, extend, vary, or reinstate your contract of general insurance. Your duty however does not require disclosure of things that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your Duty of Disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if your nondisclosure was fraudulent.

Privacy Statement

The Company is committed to protecting your privacy. The Company only use the personal information you provide to the Company to quote on and insure your risks. The Company only provide personal information to their underwriters and reinsurers (and their representatives) and those we appoint to assist the Company with claims under your policy. The Company will not trade, rent or sell your information.

If you don't provide the Company with complete information, the Company cannot properly quote for your insurance and the Company cannot insure you. You can check the personal information the Company hold about you at any time.

If you provide the Company with personal information about anyone else, the Company relies on you to have told them that you will provide their information to the Company, to whom the Company may provide it, the purposes for which the Company will use it and that they can access it. If the information is sensitive, the Company relies on you to have obtained their consent on these matters.

For more information about our Privacy policy, ask us for a copy.

Role of Winsure Insurance Group

In arranging this insurance, Winsure Insurance Group is acting under an authority given to it by the Company, and is acting as the Companies agent and not as your agent.

Style of Cover

Annual Construction policies are issued on a Run Off Basis. This means cover is applicable to all Contracts that start within 12 months of the Policy Commencement date, during their Construction and Maintenance Periods.

Interests of Other Parties

We will not be required to recognise the interests of any third party under this policy, unless written notice of such interest has been given to and accepted by us.

Average

Average applies in the event it is found that the relevant Sum Insured for items of the Construction Works is less than 85% of the sum required on a replacement basis, then the amount you can recover under this policy shall be reduced in the same proportion as the Sum Insured bears to 85% of the Sum Insured required to be insured.

1. Details of the Insured

i. Insured Name: _____

Trading Name: _____

Insured Address: _____

State: _____ Postcode: _____

Postal Address: _____

State: _____ Postcode: _____

Telephone: _____ Facsimile: _____

Email: _____ Website: _____

Australian Business Number (ABN) if applicable: _____
(For GST purposes)

Input tax credit entitlement: _____ %

Business Activities: _____

Area of Operations:

City CBD _____% Suburban/Metropolitan _____% Country/Rural _____%

Licence Number: _____ Licence type: _____

Year first licenced: ____/____/____

How long has the Insured been in business: _____

Describe previous Experience:

ii. Other Insured parties

Principal
Contractor: _____

Sub
Contractors: _____

Project
Managers: _____

Professional
Consultants: _____
(for on site activities only)

Others (describe):

iii. Interested Parties

List any parties whose interests are required to be noted on the policy:

2. Period of Cover

From: ___/___/___ To ___/___/___ at 4.00pm

Maintenance Period: _____ Months (maximum 12 Mths)

Maximum Construction Period: _____ Months

Testing & Commission Period: _____ Weeks (if exceeding 4 weeks)
If testing and commissioning not required leave blank.

3. Cover Required: Construction Works

Material Damage

i. Construction Works (Maximum any one contract)
\$ _____

ii. Principal Supplied Items (must be specified if cover is required)
\$ _____

iii. All formwork, hoardings, temporary buildings or works, and scaffolding
\$ _____

iv. Employees' effects (but only where such effects are required to be insured
by any work place agreement);
\$ _____

v. Tools owned by you or for which you are responsible
\$ _____

vi. Contractors Plant and Equipment owned by the proposer
\$ _____

Note: If any Individual item of Plant or Equipment exceeds \$2,000 in value
please provide details below.

Total Construction Works Sum Insured
\$ _____

Material Damage (additional covers)

NOTE: Cover will only apply to items against which a sum insured is shown.

i. Removal of debris
(Min 10% of Maximum Construction Works Sum Insured)
\$ _____

ii. Professional Fees
\$ _____

iii. Expediting Expenses
\$ _____

iv. Mitigation Expenses
\$ _____
(Maximum 10% of Maximum Construction Works Sum Insured)

v. Escalation Allowance
\$ _____
(Maximum 15% of Maximum Construction Works Sum Insured)

vi. Materials in storage (off site)
\$ _____

vii. Materials in transit (Automatic cover provided for \$10,000)
\$ _____

Do you require cover for Existing Property of the Principal? Yes / No

If yes please provide details below:

Replacement Value of all structures
\$ _____

Construction: _____

Occupation: _____

Condition: _____

Any unique features: _____

Legal Liability

i. What Limit of Indemnity is required for Legal Liability
 \$ _____

Sub-Limits:
 Goods in Care Custody and Control
 \$ _____

Excavation or Underpinning (exceeding 5 meters in depth)
 \$ _____

ii. Completed Operations Liability
 \$ _____ Any one occurrence and in the Aggregate during the
 Period of Insurance

3.4. Annual Turnover

What is the estimated turnover of construction works to be carried out over the next 12 months?

Turnover Value	Actual Turnover Value	Estimated
	for last 12 months	for the next 12 months
Residential Dwellings	\$ _____	\$ _____
Alterations/Additions	\$ _____	\$ _____
Commercial	\$ _____	\$ _____
Industrial	\$ _____	\$ _____
Total Turnover	\$ _____	\$ _____

A deposit premium will be calculated by applying the agreed rate to one hundred percent (100%) of the estimated **Turnover** of all construction **Contracts** which may become insurable under this Policy and adjusted as shown below.

Within thirty days of expiry of the Period of Insurance stated in the Schedule or the anniversary date of cancellation or non-renewal you are required to declare the

Turnover of all Construction Contract(s) insured under this Policy since the commencement of the Period of Insurance.

The premium will be determined by applying the agreed rate to the Turnover.

The premium shall be compared to the Provisional Premium and you will pay or we will refund the difference as the case may be.

Provided always that we will not be called upon to refund more than twenty five percent (25%) of the provisional premium.

4. Construction Details

i. In what geographical region is the work undertaken?

ii. Provide details of the types of work undertaken and methods of construction and materials used.

iii. What is the maximum number of storeys or height of construction undertaken by you?

iv. Is any work undertaken in, on, under or beside water or located underground? If yes, provide details.

v. What is the maximum depth of any excavation undertaken?

vi. Are any of the following operations to be undertaken:

Piling	Yes / No	If yes provide details: _____
Dewatering	Yes / No	If yes provide details: _____
Shoring/underpinning	Yes / No	If yes provide details: _____
Drilling/Compacting	Yes / No	If yes provide details: _____
Demolition	Yes / No	If yes provide details: _____
Blasting	Yes / No	If yes provide details: _____

vii. Do you require sub-contractors to have their own liability policy? **Yes / No**
If yes, what is the process for ensuring the currency of the policies and that written documentation with supporting information is checked and received.

viii. Is the proposed Insured noted on these policies? **Yes / No**

ix. What precautions are taken to ensure the protection of the general public and workers on your sites? E.g. site fencing, security, OH&S requirements, Standards Australia.

x. What security measures are taken to protect the construction site, plant and equipment and materials.

Monitored Alarms	Yes / No	Local Alarms	Yes / No	Security patrol	Yes / No
Site Fencing	Yes / No	Locked gate	Yes / No	Floodlighting	Yes / No
Guard Dog	Yes / No	Other	_____		

5. General Questions

1. Have you, or any company or partnership in which any person who could derive benefit from this policy, in the last 5 years, ever:

i. Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, special conditions or excess imposed by any insurer?
Yes / No

ii. Claimed on any insurance for loss or damage or suffered any loss or damage which would be insured by this proposed insurance?
Yes / No

iii. Been charged with or convicted of any criminal offence (excluding traffic offences)?
Yes / No

2. Have you, or any company or partnership in which any person who could derive benefit from this policy, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership)?
Yes / No

3. Have you, or any company or partnership in which any person who could derive benefit from this policy, either alone or jointly with others had any uninsured losses during the last 5 years?
Yes / No

4. Are there any other relevant facts that you, or any company or partnership in which any person who could derive benefit from this policy, should disclose to us?
Yes / No

5. Have you, or any company or partnership in which any person who could derive benefit from this policy, ever had any licensing body in any jurisdiction impose any sanction, fine or take any action against them?
Yes / No

If 'Yes' to any of the above questions, please provide full details. For claims or uninsured losses, please detail the total cost of the claim, amount of excess applicable, date of loss, how the loss occurred, the name of insurer and the policy number.

6. Declaration

This declaration must be completed and signed by or on behalf of all parties making this application.

I/We declare that:

- i. the answers and information given by me/us in this proposal are true and correct in all respects and that no information has been withheld which would affect the insurer's decision about accepting this insurance and
- ii. where answers in this proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct
- iii. I/we have read and understood the clauses detailed under the Important Notices section on the front of this proposal
- iv. if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required
- v. I/we authorise the insurer to give to, or obtain information from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances
- vi. I/we understand that if this Proposal is accepted the insurance cover will be subject to the terms and conditions set out in the Annual Construction Works & Legal Liability Insurance Policy wording
- vii. I/we further acknowledge that the insurer, their agents or employees reserve the right to decline this proposal

Proposer's Signature: _____ Date: ___ / ___ / ___

Proposer's Title: _____