

## Proposal Form

# Contract Works

## Specified Contract Works and Legal Liability

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's



### IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM.

This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number. It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal. Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

#### Your 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.

#### Privacy

We are committed to protecting your privacy. We use the information you provide to us to assist with your insurance needs. We provide your information to insurance underwriters, brokers and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to certain Underwriters at Lloyd's when we are seeking insurance terms from them, or to reinsurers who are located overseas. We also supply your information to the providers of our policy administration and underwriting systems that help us to maintain our products and services. You will be advised where those companies are located at the time any advice is given to you. We do not trade, rent or sell your information. If you do not provide us with full information, we cannot properly seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy by telephone to our Privacy Officer on 07 3442 3301 or visit our website [www.asruw.com.au](http://www.asruw.com.au)

#### Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

#### Your Legal Liability

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

#### Waiver of Rights

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

#### Risk Survey

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

Broker

Contact Name

Phone

Fax

Email

## Period of Insurance

Construction Period From  To  Maintenance Period  months  
Maintenance Period Type  Visits only  
 Extended  
 Guarantee

Is testing included in the construction period? If yes, provide duration information yes  no   weeks

Specific Contract Insurance yes  no  or Annual Contract Works Cover yes  no

## General Information

Full Name of Insured(s)

Trading Name

ABN

Address of Insured   
State  Postcode

Name & Address of Principal  
(if different from above)   
  
State  Postcode

Details of financial parties  
(eg. Mortgagee etc.)

Show percentage of work performed in each state.

NSW	<input type="text"/> %	ACT	<input type="text"/> %
VIC	<input type="text"/> %	TAS	<input type="text"/> %
QLD	<input type="text"/> %	WA	<input type="text"/> %
SA	<input type="text"/> %	NT	<input type="text"/> %

## Head Contractor & Principal

Name of Head Contractor  Licence No

Name of Licensee's Building Association  Licence Type

Details of Head Contractor's previous engineering, installation/erection experience

Have you or any company or partnership in which the Principal or Head Contractor has been involved, been declined construction insurance or had a construction insurance policy issued subject to special terms, conditions or warranties? If yes, please provide details. yes  no

State particulars of any claim(s) related to any construction contract - including claims from third parties - made by the Principal or Head Contractor during the past five years.

Name of Insurer	Date of Loss	Type of Loss	Amount Paid
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Sums Insured**

SECTION A - Material Damage

Sum Insured  
(state "nil" for items not covered)

1. The contract works, other than provided for in 2. below, being the construction or erection of:

a) whilst situated at the contract site at:  
 \$

b) whilst situated in store away from the contract site at:  
 \$

c) whilst in transit \$

2. Materials supplied by the Principal for incorporation in the contract works \$

3. a) Existing property plus cover arising out of contract works \$   
 b) Cover arising out of contract works only \$

4. Removal of debris \$

5. Professional fees \$

6. Expediting expenses \$

7. Employees' effects \$

8. Contractor's plant, equipment and tools \$

Total SECTION A \$

Deductible Required \$

SECTION B - Third Party Liability

State the limit of indemnity required. this applies in respect of any one occurrence or series of occurrences due to or arising out of one source or original cause

Total SECTION B \$

Deductible Required if different from above \$

**Details of Contract Works - Material Damage and Third Party Liability**

The Engineering Installation / Erection Works

Type of Works (eg. gold processing plant)

New  Refurbishment/extension (if yes, provide details)

Details of major items of machinery to be installed

Item	Value	Capacity	Weight	Dimension
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Are major lifting/positioning operations to be carried out? If yes, please provide details. yes  no

Item	Value	Method of Installation
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Is cover required for testing operations? If yes, please provide details. yes  no

Nature of test(s)	Duration of test(s)	Age of machinery used
<input type="text"/>	<input type="text"/>	<input type="text"/>

## Details of Contract Works - Material Damage and Third Party Liability Continued

### The Civil Works

Type of Works (eg. foundations, buildings, infrastructure)

  


New  Refurbishment/extension (if yes, provide details)

  


Are any of the following operations included (if yes, please provide details):

Excavation: yes  no

a) maximum depth

b) ground water level

Piling yes  no

a) type

b) number

c) length

d) contractor

Dewatering: yes  no

a) method

b) stand-by facilities (if any)

c) extent of lowering of water table

Construction method and materials




Other Particulars (if yes, please provide details)

Number of Storeys

Number of Lifts

Rainy Season:

a) from  to

b) maximum rainfall  mm per day  
 mm per month

Is the construction site subject to any adverse exposure? (eg. fire, storm, explosion, cyclone, earthquakes, flood, action of the sea, landslide etc.) yes  no

Describe the sub-soil condition (eg. rock, sand, filled ground, gravel, clay etc.)

Have earthquakes been recorded in this area? yes  no

a) maximum recorded intensity

b) is the design of the Contract Works based on regulations for earthquake-resistant structures? yes  no

Is the construction site in the proximity of any water course (eg. river, lake, sea)? yes  no

a) name

b) shortest distance to water (km)

Do geological faults exist at the site? yes  no

Existing Structures

If insured, advise condition and give details of construction, dimensions, number of storeys, protections and dilapidation report.

Details of Contract Works - Material Damage and Third Party Liability Continued

Third Party Liability

Are any activities such as excavating, piling, drilling, compacting or groundwater lowering likely to affect existing buildings, underground services or surrounding property? (if yes, please provide details) yes [ ] no [ ]

[ ]

Is blasting involved? (if yes, please provide details) yes [ ] no [ ]

a) method [ ]

b) property possibly affected [ ]

[ ]

Is demolition involved? (if yes, please provide details) yes [ ] no [ ]

a) property to be demolished [ ]

b) method [ ]

c) safety measures being taken [ ]

Is underpinning involved? (if yes, please provide details) yes [ ] no [ ]

a) length and depth [ ]

b) age, construction and occupancy of property being underpinned [ ]

c) method [ ]

Are sub-contractors used? (if yes, please provide details) yes [ ] no [ ]

a) main trades sub-contracted [ ]

b) amount of work sub-contracted as a proportion of the whole [ ]

c) are sub-contractors required to effect public liability insurance (if yes, state sum insured) yes [ ] no [ ] \$ [ ]

d) have you satisfied yourself of the competence of these sub-contractors? (if yes, please provide details) yes [ ] no [ ] [ ]

Will any portions of the Contract Works be handed over to or taken into use by the Principal progressively? yes [ ] no [ ]

If yes, please advise anticipated date(s) [ / / ] [ / / ] [ / / ] [ / / ]

Are there any novel or untried features of design, methods of construction or testing procedures? yes [ ] no [ ]

If yes, please advise details [ ]

Are adequate fire fighting facilities available normally either on or in close proximity to the site? yes [ ] no [ ]

If yes, please advise details [ ]

To what extent might the Contract Works be destroyed in one loss event? (specify cause - eg. fire etc) [ ]

Please provide a breakdown of the Contract Works' value [ ]

Please provide full details of the security measures in place on site including public access and after hours. [ ]

Will all Hot Works being performed have the necessary permits and be to Australian Standards? yes [ ] no [ ]

## Attachments

- Plans of the contract works including site lay-out, showing proximity to surrounding property
- A bar chart (if available)
- Copy of geotechnical study (if carried out and available)

## Contract Conditions

State which Contract Conditions apply (eg. AS-2124-86). If special conditions apply, please provide a copy.

State any deductibles specified in the Contract Conditions

If the proposed wording is other than that of ASR Underwriting Agencies, please provide a copy. Amendments required, if any, will be advised.

## Declaration

This Declaration must be completed and signed by or on behalf of all parties making this proposal for insurance.

Do you fully understand the scope of cover provided by the Specified Contract Works and Legal Liability - Engineering installations / erections contracts insurance policy?

yes  no

Do you acknowledge that the "Important Notices" at the beginning of this Proposal were brought to your attention?

yes  no

Are all answers you have given in this Proposal correct?

yes  no

Do you understand that you are not covered until this Proposal has been accepted by Certain Underwriters at Lloyds of London and the total amount due has been paid?

yes  no

I/We agree to authorise Certain Underwriters at Lloyds of London to give to, or obtain from, other insurers or an insurance or credit reference bureau any information relating to this insurance held by me/us now or in the past, including claims under those insurances.

For personal Applicants

I consent to:

- the use of personal information about me for the purposes shown in the Privacy Statement, and
- the disclosure of personal information about me to, and obtaining personal information from, other parties, including shown in the Privacy Statement, for any of these purposes.

For all Applicants

If I have disclosed personal information about any other person, I confirm that I am authorised to:

- disclose to you personal information about that person and to consent to its use for the purposes shown in the Privacy Statement, and
- consent to disclosure to, and obtaining of other personal information about that person from, other parties including those shown in the Privacy Statement, for any of these purposes.

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position