

## IMPORTANT INFORMATION

Please read this first

# Specified Contract Works and Legal Liability Proposal

## For building construction contracts

### Important notices relating to this Proposal

You should read the following comments and the Declaration before proceeding to complete this Proposal.

#### 1. Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

#### Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

#### What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

#### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - ▼ information technology providers,
  - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
  - ▼ marketing agencies and other marketing service providers,
  - ▼ claims management service providers
  - ▼ print/mail/digital service providers, and
  - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Financial Ombudsman Service or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

#### **Overseas Disclosure**

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at [www.vero.com.au/privacy](http://www.vero.com.au/privacy), or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

#### **How to access and correct your personal information or make a complaint**

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

### Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit [www.vero.com.au/privacy](http://www.vero.com.au/privacy).
- ▼ Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- ▼ Email us at [claims@vero.com.au](mailto:claims@vero.com.au)

### Privacy statement issued

Vero Insurance, 18 Jamison Street, Sydney NSW 2001.

### Other offers

We would like to use your personal information to keep you up to date with the range of other products and services available from us or other members of the Suncorp group. We may give your personal information to our agent or your broker to enable us to send you this information.

Please tick this box if you do not consent to receive this information.

### 2. 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 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 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 any 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 his 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 his 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.

### Subrogation rights

If you enter into an agreement which excludes or limits your right to recover part or all of any loss or damage from another person, we will not cover for that loss or damage under the policy.

### Third party interests

You must inform us of the interests of all third parties (e.g. financiers, lessors), to be covered under this insurance. We will protect their interests only if you have informed us of them and they are noted on the Schedule.

**Note:** All questions must be answered in full before this Proposal will be considered. Please print in capital letters and tick appropriate boxes to indicate your answers. Where the space given for any answer is insufficient, please provide it on a separate sheet.

**Section 1 – Period of insurance**

Construction period from  to

Maintenance period

**Section 2 – Details of person(s) proposed for insurance**

Name and address of policyholder

State Postcode

Private telephone   
Business telephone   
Facsimile number

Name and address of principal (if different from above)

State Postcode

Details of financial parties (eg. mortgagee, etc)

**Section 3 – Principal contractor and principal**

Name of principal contractor

Licence number

Name of licensee's building association

Licence type

Details of principal contractor's previous building experience

Has the principal and/or principal contractor been declined contract works insurance or had a contract works insurance policy issued subject to special terms or conditions?

No  Yes  If yes, give details below

State particulars of any claim(s) related to any construction contract – including claims from third parties – made by the principal or principal contractor during the past three years.

Name of insurer	Date of loss	Type of loss	Amount paid/outstanding
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text"/>

**Section 4 – Sums insured**

**Section A – Material damage**

**Sum insured**  
state 'nil' for items  
not covered

Item 1 The contract works, other than provided for in Item 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 and as set out in Endorsement 1:

\$

c) whilst in transit and as in Endorsement 2:

\$

Item 2 Materials supplied by the principal for incorporation in the contract works

\$

Item 3 a) Existing property as set out in Endorsement 3 or

\$

b) Existing property as set out in Endorsement 4

\$

Item 4 Removal of debris as set out in Additional Payments 3(a) of Section A

\$

Item 5 Professional fees as set out in Additional Payments 3(b) of Section A

\$

Item 6 Expediting expenses as set out in Additional Payments 3(c) of Section A

\$

Item 7 Employees' personal effects as set out in Endorsement 5

\$

Item 8 Contractor's plant, equipment and tools as set out in Endorsement 7

\$

**Total section A**

\$

**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**

\$

**Section 5 – Details of contract works – material damage**

**The building**

Type of works (eg. residential, commercial, industrial buildings)

Dimensions (length, height, spans, number of floors & basements)

New  Refurbishment / extension  Give details below

Construction methods and materials

Are any of the following operations included –

Foundations?

a) maximum depth  m

b) ground water level

Drilling / compacting? No  Yes

Dewatering? No  Yes  If yes, give details below

Piling: No  Yes  If yes, give details below

a) depth  m

a) depth

b) method

b) type

c) stand-by facilities (if any)

c) number

d) extent of lowering of water table

d) contractor

**Section 5 – Details of contract works – material damage (continued)**

**Other particulars**

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.) No  Yes  If yes, give details below

Describe the sub-soil condition

(eg. rock, sand, filled ground, gravel, clay, etc.)

Have earthquakes been recorded in this area?

No  Yes  If yes, give details below

a) maximum recorded intensity

b) is the design of the contract works based on regulations for earthquake-resistant structures? No  Yes

Is the construction site in the proximity of any water course (eg. river, lake, sea)? No  Yes  If yes, give details below

a) name

b) shortest distance to water  km

Do geological faults exist about the site?

No  Yes  If yes, give details below

**Existing property – see Endorsements 3 and 4**

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

**Section 6 – Details of contract works – third party liability**

**Third party liability**

Are any activities such as excavating, piling, drilling, compacting, blasting or groundwater lowering likely to affect existing property, underground services or surrounding property?

No  Yes  If yes, give details below

Is blasting involved? No  Yes  If yes, give details below

a) method

Is demolition involved? No  Yes  If yes, give details below

a) property to be demolished

b) method

c) safety measures being taken

Are sub-contractors required to effect public liability insurance?

No  Yes  If yes, state sum insured \$

Is underpinning involved? No  Yes  If yes, give details below

a) length and depth

b) method

c) age, construction and occupancy of property being underpinned

Are sub-contractors used?

No  Yes  If yes, give details below

a) main trades sub-contracted

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

## Section 7 – General information

Will any portions of any contract works be handed over to or taken into use by the principal progressively?

No  Yes  If yes, give details below

a) anticipated date(s)

Will any portion of the contract works involve new or untried design?

No  Yes  If yes, give details below

Are adequate fire fighting facilities available normally either on or in close proximity to the construction site?

No  Yes

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 attach:

- (a) general arrangement of the contract works including site lay-out, showing proximity to surrounding property;
- (b) construction program;
- (c) copy of geotechnical study (if carried out and available).

### Contract conditions

State which contract conditions apply (eg. AS2124-92, AS-4902-2000). If special conditions apply, please provide a copy.

State any deductibles specified in the contract conditions.

## Section 8 - 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 insurance policy? No  Yes

Do you acknowledge that the 'Important notices' at the beginning of this proposal were brought to your attention? No  Yes

Are all answers you have given in this proposal correct? No  Yes

Do you understand that you are not covered until this proposal has been accepted by Vero Insurance and the total amount due has been paid? No  Yes

I / We agree to authorise Vero Insurance to give to, or obtain from, other insurers or an insurance or credit reference bureau any information relating to this insurance and any other 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
- ▼ send me information about other products and services, unless I have declined 'Other offers', 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.

Signature/s	<input type="text"/>	Date	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text" value="/"/>
	<input type="text"/>	Date	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text" value="/"/>

**Office use only**

Account No.	<input type="text"/>	Review Date	<input type="text" value="/"/>	<input type="text" value="/"/>	
Intermediary	<input type="text"/>	Review Reason	<input type="text"/>		
Cover Note No.	<input type="text"/>		<input type="text"/>		
Policy No.	<input type="text"/>		<input type="text"/>		
Replacing P/N	<input type="text"/>		<input type="text"/>		

**Premium Calculation**

Premium	<input type="text" value="\$"/>
Fire Service Levy	<input type="text" value="\$"/>
Stamp duty	<input type="text" value="\$"/>
<b>Total payable</b>	<input type="text" value="\$"/>

**Payment by credit card**

Please debit the total amount payable to my:

Bankcard     Master Card     Visa Card

Card Number

Expiry date

Cardholder's signature