

Calliden Construction Work and Legal Liability

Insurance Proposal

Important Notices

You must read the Notices below. If you have any questions please contact your insurance adviser direct or our office. Visit our website for contact details.

About Calliden

Calliden Insurance Limited ABN 47 004 125 268, AFS License No. 234438 is the insurer of this policy.

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

To find out more about us, visit www.calliden.com.au

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 non-disclosure was fraudulent.

Privacy Statement

The information collected on this proposal form will be used to assess your request for insurance and to provide other insurance services in accordance with our privacy policy. Calliden may share your information with other third parties, as defined in the privacy policy, in order to undertake insurance services. If you do not complete the proposal form in full, and in accordance with your duty of disclosure, Calliden may not be able to provide you with insurance or may impose additional conditions on any cover provided.

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

Style of Cover

Calliden 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)				
Business Activities:				
Business Activities:	City CBD %	Suburban/Metropolitan %	Country/Rural %	
Licence Number:		Licence type:		
Year first licenced:		How long has the Insured been in business?	(Yrs)	
Describe previous experience:				
ii. Other Insured parties				
Principal Contractor:				
Sub Contractors:				
Project Managers:				
Professional Consultants: (for on site activities only)				
Others (describe):				

1. Details of the Insured cont'd

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 (not exceeding 4 weeks)

If testing and commissioning not required leave blank.

3. Cover Required: Construction Works

3.1 Material Damage

Insured Property	Maximum Sum Insured
i. Construction Works (Maximum any one contract)	\$
ii. All formwork, hoardings, temporary buildings or works, and scaffolding	\$
iii. Employees' effects (but only where such effects are required to be insured by any work place agreement)	\$
iv. Tools owned by you or for which you are responsible	\$
v. 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	\$

3.2 Material Damage (additional covers)

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

- i. Removal of debris (Automatic 10% unless otherwise stated) \$
- ii. Professional Fees (Automatic 10% unless otherwise stated) \$
- iii. Expediting Expenses (Automatic 5% unless otherwise stated) \$
- iv. Mitigation Expenses (Automatic 5% unless otherwise stated) \$
- v. Escalation Allowance (Automatic / Maximum 15%) \$
- vi. Principal supplied materials (Automatic 10% unless otherwise stated) \$
- vii. Materials in storage (off site) (Automatic \$25,000) \$
- viii. Materials in transit (Automatic cover provided for \$25,000) \$

- a) Principal Supplied Items (must be specified if cover is required)
- | | |
|--|----|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

b) 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: _____

c) Is the Existing structure heritage listed? Yes No

If yes please provide details below:

3.3 Legal Liability

i. What Limit of Indemnity is required for Legal Liability \$5 million \$10 million \$20 million

Sub-Limits:

Goods in Care Custody and Control \$

Excavation or Underpinning (not exceeding 3 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?

Insured Property	Actual Turnover Value for last 12 months	Estimated Turnover Value 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 writtendocumentation 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 _____

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 Calliden's decision about accepting this insurance
- 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, I/we have attached supplementary pages providing the additional information required
- v. I/we authorise Calliden 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 Calliden Annual Construction Works & Legal Liability Insurance Policy wording
- vii. I/we further acknowledge that Calliden, their agents or employees reserve the right to decline this Proposal

Proposer's Signature: _____ Date: / /

Proposer's Title: _____

powered by
calliden

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AFSL 234438
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