

# contract works and liability annual policy proposal form



Wesfarmers General Insurance Limited, ABN. 24 000 036 279

## Please read carefully before completing

“you” “your” where used in this Proposal means the Proposer and if more than one, each of them

“we” “us” “our” and/or “Lumley Insurance” means Wesfarmers General Insurance Limited, ABN. 24 000 036 279, trading as Lumley Insurance.

### Your Duty of Disclosure

Before you enter into a contract of General Insurance with an insurer, you have a duty at law to disclose to the insurer anything that you could reasonably be expected to know which is relevant to the 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 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 business, ought to know;
- as to which compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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.

### Proposal Included in "Policy"

Anything you state in this Proposal will form part of the Policy document unless we tell you otherwise. Before you complete this Proposal, you should read the policy because it will tell you about the insurance you are proposing we provide and contains definitions of words used in this Proposal.

### Average

The Policy contains a condition of average for sums insured for Insured Property items (c), (d), (e), (f), (g), (h), and (i) of this Proposal. This means that if the sums insured for those items are inadequate at the time of loss, part of the claim may not be insured.

### GST

All sums insured exclude GST.

### Privacy

Lumley Insurance respects your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of our Privacy Policy is available at any of our offices or online at [www.lumley.com.au](http://www.lumley.com.au)

### Confirming Transactions

You may contact us or your adviser, in writing (which is always required if you are advising cancellation) or by phone, to confirm any transaction under the Policy. Any transaction will be documented by us as quickly as possible.

NSW	Lumley House, Level 9, 309 Kent Street, Sydney 2000 Suite 19, 50 Glebe Road, The Junction 2291	Phone (02) 9248 1111 Phone (02) 4925 7500	Fax (02) 9248 1122 Fax (02) 4940 0295
VIC	Level 3, 99 King Street, Melbourne 3000	Phone (03) 8627 4333	Fax (03) 8627 4312
ACT	Level 4, 10 Rudd Street, Canberra City 2601	Phone (02) 6279 0333	Fax (02) 6279 0330
TAS	Level 11, 27 Paterson Street, Launceston 7250	Phone (03) 6345 4700	Fax (03) 6345 4711
SA	465 Pulteney Street, Adelaide 5000	Phone (08) 8228 1700	Fax (08) 8228 1777
WA	Level 9, 50 St George's Terrace, Perth 6000	Phone (08) 9220 8222	Fax (08) 9220 8251
QLD	Level 2, 99 Melbourne Street, South Brisbane 4101	Phone (07) 3307 4800	Fax (07) 3307 4899
	Level 5, Northtown Tower, Flinders Mall, Townsville 4810	Phone (07) 4722 6000	Fax (07) 4724 4398
NT	Level 2, Beagle House, 38 Mitchell Street, Darwin 0800	Phone (08) 8946 4600	Fax (08) 8946 4666

## Applicant Details

**Proposer** (Named Insured)

**Contact Phone No.**

**Proposer's Business Address**

**Proposer's Business Postal Address** (if different to above)

**Proposer's Business Activities**

### Goods and Services Tax (G.S.T.)

To ensure that you do not incur any unnecessary GST liabilities on claim settlements please advise:

1. Your ABN, if applicable:
2. Any entitlement you have to an Input Tax Credit: %

### Other Insured Parties

Principal	Sub-Contractors
Project Managers	Consultants for Off-site activities
Others (please describe)	

## Period of Insurance

Commencement Date:        /        /        Completion Date:        /        /        At 4.00pm local standard time

**Maximum Construction Period on any Contract:**        Months

**Maintenance / Defects Liability Period:**        Months

**Testing and Commissioning Period required:**        Weeks

## Geographical Limits for Sections 1 and 2

### Material Damage:

Any one Contract Site anywhere in:

### Liability:

Anywhere in:

## CONTRACT WORKS

### 1.1

Mark the contract types and the % that you estimate make up your turnover.

Contract Type	% Activity
Residential	
Light Commercial	
Industrial Contracts	
Multi Storey Commercial	
Civil (Dry Risks)	

Contract Type	% Activity
Civil (Wet Risks)	
Simple Mechanical	

### 1.2 State your building experience and qualifications

Building Experience

Qualifications

## CONTRACT WORKS Continued

### 1.3 Where are your contracts predominantly based?

City CBD

Residential Metropolitan

Country Rural

### 1.4 Items Insured and Sums Insured

Insured Property		Sum Insured		
(a)	Contract Works			a.o.e
(b)	Principals Supplied Items (must be specified if cover required)			
	Escalation Allowance (must be specified if cover required)			%
		<b>Total Contract Value</b>		
(c)	Temporary Works			a.o.e
(d)	Named Insured's Tools			a.o.e
(e)	Named Insured's Minor Plant			a.o.e
(f)	Named Insured's Major Plant			a.o.e.
(g)	Temporary buildings, hoardings, camps, other site buildings and contents			a.o.e
(h)	Employees Effects			a.o.e
(i)	Existing Property of the Principal			a.o.e
Additional Cover				
	Removal of Debris			a.o.e
	Consultants Fees			a.o.e
	Expediting Expenses			a.o.e
	Mitigating Expenses			a.o.e
	Temporary Protection			a.o.e
	Transit			a.o.c
	Storage of Materials Off-Site			a.o.e
				a.o.e
				a.o.e
		<b>Total Sum Insured</b>		a.o.e

a.o.e = any one event

a.o.c = any one carry

### 1.5 What style of annual cover do you require?

1. Transfer Basis (Covers all exposed Insured Contract(s) for the Period of Insurance)
2. Run-off basis (Covers all Insured Contract(s) that start within 12 months of the Policy Commencement Date, during their Construction and Maintenance Periods)
3. Periodic Declaration basis (Covers all Insured Contract(s) that start within 12 months of the Policy Commencement Date, during their Construction and Maintenance Periods. Each contract is individually endorsed onto the policy)

**If 1 above,**

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

What was your turnover last year?

What was your turnover 2 years ago?

What was your turnover 3 years ago?

What was your turnover 4 years ago?

What was your turnover 5 years ago?

**If 2 or 3 above,**

What is the estimated turnover of works that will begin within the next 12 months?

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

What was your turnover last year?

What was your turnover 2 years ago?

What was your turnover 3 years ago?

What was your turnover 4 years ago?

What was your turnover 5 years ago?

**1.6 Have you ever been declined Contract Works Insurance**, or had Contract Works Insurance issued subject to special terms, conditions or restrictions?      Yes      No

If **Yes**, please state details

**1.7 Please give details of claims experienced over the past five years.**

Date of Loss      Details of Claim      Amount Incurred (\$)

If insufficient space, attach an additional sheet.

**PUBLIC LIABILITY**

**2.1 Does any of your work involve the following:**

(a) Underpinning or piling?

**Yes**

**No**

(b) Demolition?

a. To what Height?

(c) Alteration of Existing Structures?

(d) Excavation greater than 2.5m?

(e) Underground Operations?

(f) Blasting?

(g) Hazardous chemicals/flammable liquids?

(h) Refuse removal or disposal

(i) Hot works (welding, cutting, grinding etc)?

If **Yes** to any of the above give brief details:

**2.2 Risk Management**

**Yes**

**No**

(a) Do you require sub-contractors to have their own liability policy?

(b) If **Yes** to above, is this process monitored and enforced?

(f) Do you hold regular meetings with relevant on-site staff and subcontractors where work hazards and risk management issues are discussed?

(g) What precautions are planned to minimize danger to the Public at this construction site?

<b>2.3</b>	<b>Completed Operation Cover</b>	<b>Yes</b>	<b>No</b>
	Do you require completed operations cover?		
<b>2.4</b>	<b>Limits of Liability Required</b>		
	<b>Public Liability</b>		Any one Occurrence
	Sub-Limits		
	- Vibration, removal or weakening of supports (Automatic \$50,000 provided under the policy.)		Any one Occurrence
	- Goods in Care Custody and Control		Any one Occurrence
	<b>Completed Operations</b>		Any one Occurrence and in Aggregate during the Period of Insurance

**2.5 Estimated Turnover**

Do you expect that you will require liability cover on projects where the Contract Works are insured under a Principal's Insurance program?      Yes      No

If **Yes**, what is the expected turnover over the next twelve months of such projects?

Do you hire casual staff from Labour Hire Companies?      Yes      No

If **Yes**, what is the expected cost over the next twelve months?

**Declaration and Signature**

You declare that the answers you give herein are in every respect true and correct and that you have not withheld any information likely to affect the acceptance of this Proposal and that you have read and understood the Proposal and the Policy wording.

You acknowledge that we may give to, and obtain from, other insurers and/or insurance reference bureaux, personal information relating to this Proposal as well as insurance claims information obtained during the course of this contract.

You acknowledge that we may not accept the sums insured or any aspects of the insurance cover you have requested in this proposal form. However, if this is the case, we will contact you, or your insurance representative, prior to issuing any insurance certificate or the Policy

Signature:

Date:      /      /

Office Use Only

<b>1</b>	<b>CONTRACT WORKS released Terms</b>	
<b>1.1</b>	<b>Contract Works Rates</b>	
	Benchmark Rate applicable to Turnover	per mille
	Released Terms	per mille
<b>1.2</b>	<b>Deductibles</b>	
	Major perils <i>water, subsidence, collapse, flood, landslip, cyclone, storm, tempest, earthquake.</i>	a.o.e
	Testing and Commissioning and during the Maintenance Defects Liability Period.	a.o.e
		a.o.e
	All other Losses	a.o.e
<b>2</b>	<b>LIABILITY Released Terms</b>	
<b>2.1</b>	<b>Liability Rates</b>	
	Benchmark Rate applicable to Turnover	per mille
	Released Terms	per mille
<b>2.2</b>	<b>Deductibles</b>	
	Personal Injury to workers of entities of the Insured	a.o.o
	Any other Personal Injury	a.o.o
	Vibration, removal or weakening of supports	a.o.o
	Any other Property Damage	a.o.o
		a.o.o
<b>2</b>	<b>Policy Inventory</b>	<b>Required</b>
	Individual Contract Works and Public Liability Policy	
	01 Delete Transit Cover	
	02 Delete Storage of Materials Off - Site	
	03 Storage of Materials Off-Site for Insureds other than the "Named Insured"	
	04 Existing Property of the Principal – Static Cover plus Arising Out of the Contract Works.	
	05 Existing Property of the Principal – Cover Arising Out of the Contract Works.	
	06 Contractors Major Plant and Equipment	
	07 Testing and Commissioning	
	08 Annual Turnover – Run-off basis	
	09 Annual Turnover – Periodic declarations	
	18 Display/Show home extension	
	60 Completed Operations	
<b>3</b>	<b>Premium and Charges</b>	
	<b>Material Damage</b>	<b>Liability</b>
	Premium	Premium
	F.S.L.	G.S.T.
	G.S.T.	Stamp Duty
	Stamp Duty	<b>Total</b>
	<b>Total</b>	