

# Contract Works Individual Insurance Proposal



Wesfarmers General Insurance Limited A.B.N. 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"** means Wesfarmers General Insurance Limited A.B.N. 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 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 Statement is attached at the back of this proposal.

### 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.

### Wesfarmers General Insurance Limited

NSW	Lumley House, Level 9, 309 Kent Street, Sydney 2000	Phone (02) 9248 1111	Fax (02) 9248 1122
	Suite 19, 50 Glebe Road, The Junction 2291	Phone (02) 4925 7500	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 Australian Business Number (A.B.N.) 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

**Construction Period**

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

**Maintenance / defects Liability Period:**        Months

**Testing and Commissioning Period Required:**        Weeks

## Geographical Limits for Sections 1 and 2

**Contract Site**

## CONTRACT WORKS (Complete 1.1 to 1.10 below if Building style Construction)

If the proposed works could be more appropriately described under any of the following Questionnaires then they should be attached and replace questions 1.1 to 1.10:

- Roads Questionnaire
- Bridges Questionnaire
- Sub-Divisions Questionnaire
- Sewerage, drainage and Services Questionnaire
- Tunnels, Shafts, and Declines Questionnaire
- Alterations, Additions, Fitout and Refurbishment Questionnaire
- Erection or Dismantling of Machinery

### 1.1 Insured Contract

Describe the Contract Works to be insured.

Please attach plans that will indicate the style of risk.

## CONTRACT WORKS (Complete 1.1 to 1.10 below if Building style Construction) Continued

### 1.2 Description of the Works

Number of floors above ground	Width of building
Number of floors below ground	Length of the building
Maximum depth of Excavation	

### 1.3 Foundations

Describe the subsoil conditions:	Rock	Gravel	Sand	Clay	Filled material
Other (give details)					

### 1.4 Footings

Describe Footings used:	Pile	Bored Piers	Strip Footing	Slab on grade	Pier and Beam
	Pad				
Other (give details)					

If piles are used, what type?	Driven piles	Driven cast in place piles	Bored cast in place
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### 1.5 Excavations greater than 2.5 metres in depth

How do you propose to retain your excavation?	No protection	Sheet piling
	Shoring and propping	Geo-fabric membrane
Other (give details)	Shot-crete	Retaining wall

### 1.6 Structure

Is the structure:	Steel frame	Concrete frame	Timber frame
	Steel and concrete	Other (give details)	

### 1.7 Exposure

Is the construction site subject to any action of the sea, bush fire, flood, landslip, or any other adverse exposure or hazard?	Yes	No
If yes, please describe		

### 1.8 Alterations and Additions to Existing Structures

Are there any alterations and/or additions to existing structures?	Yes	No
If yes please describe:		

Are Existing Structures to be insured?	Yes	No
If Yes, state the replacement value of the structures (excluding land cost and value of any contents).		

Are existing structures to be insured for:	damage arising from construction operations only
	damage from construction operations plus non-construction operations

Are Dilapidation Surveys available? (If yes, please attach)

### 1.9 Dewatering

Is dewatering required?	Yes	No
If Yes, please give details:		

### 1.10 Construction Schedule and Values

For Building Works where the Total Contract Value is greater than \$2,500,000 please indicate an estimate of start dates, construction period and values for the following building components.

Civil Works (foundations, roads paths etc)			
Structures and external facade			
Services (Plumbing, Air conditioning, water electricity, communication)			
Fit-out (partitions, joinery, PC items)			
Finishes (painting, carpets)			
Mechanical items (lifts, plant room)			

### 1.11 Items Insured and Sums Insured

(a)	Contract Works		a.o.e
(b)	Principals Supplied Items		
	Escalation Allowance		%
	<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, Huts		a.o.e
(h)	Employees Effects		a.o.e
(i)	Existing Property of the Principal		a.o.e
	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

### 1.12 State your building experience and qualifications

Building Experience

Qualifications

### 1.13 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

**2.1 Does any of your work involve the following:****Yes****No**

- (a) Underpinning or piling?
- (b) Demolition?
  - a. To what Height?
- (c) Alteration of Existing Structures?
- (d) Underground Operations?
- (e) Blasting?
- (f) Hazardous chemicals/flammable liquids?
- (g) Refuse removal or disposal
- (h) 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?
- (c) Do you hold regular meetings with relevant on-site staff where work hazards and risk management issues are discussed?
- (d) What precautions are planned to minimize danger to the Public at this construction site?

**2.4 Limits of Liability Required****Public Liability**

Any one Occurrence

## Sub-Limits

- Vibration, removal or weakening of supports  
(Automatic \$50,000 provided under the policy.)
- Goods in Care Custody and Control

Any one Occurrence

Any one Occurrence

**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:        /        /

**1 CONTRACT WORKS released Terms****1.1 Contract Works Rates**

Benchmark Rate applicable to Turnover

per mille

Released Terms

per mille

**1.2 Deductibles**

Major perils

*water, subsidence, collapse, flood, landslide, cyclone, storm, tempest, earthquake.*

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

**2 LIABILITY Released Terms****2.1 Liability Rates**

Benchmark Rate applicable to Turnover

per mille

Released Terms

per mille

**2.2 Deductibles**

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

**2 Policy Inventory****Required**

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

09

10

**3 Premium and Charges****Material Damage**

Premium

F.S.L.

G.S.T.

Stamp Duty

**Total****Liability**

Premium

G.S.T.

Stamp Duty

**Total**