

### IMPORTANT NOTES

#### PRIVACY STATEMENT

This notice sets out how MECON and AIG collect, use and disclose personal information about:

- you, if an individual; and
- other individuals you provide information about.

In this section dealing with privacy, “we”, “our” and “us” refer to both MECON and AIG as applicable.

Further information about our Privacy Policies is available at:

- for MECON, at [www.mecon.au/about/privacy-policy/](http://www.mecon.au/about/privacy-policy/) or by contacting us at [customerservice@mecon.com.au](mailto:customerservice@mecon.com.au) or on 02 9252 1040; and
- for AIG, at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

#### How We Collect Your Personal Information

We usually collect personal information from you or your agents.

We may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

#### Why We Collect Your Personal Information

We collect information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in us declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

#### To Whom We Disclose Your Personal Information

In the course of underwriting and administering your Policy we may disclose your information to:

- entities to which we are related, reinsurers, contractors or third party providers providing services related to the administration of your Policy;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, medical providers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law; and
- in the case of MECON and AIG, to each other.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

#### Access To Your Personal Information

Our Privacy Policies contain information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to MECON or AIG.

In some circumstances permitted under the Privacy Act 1988, we may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### Complaints

Our Privacy Policies also contain information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

#### Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

#### GST

If you are a Registered Business and the Australian Tax Office regulations permit us to settle any claims you may make, or which are made against you:

- a. exclusive of GST, or
- b. where MECON can recover GST amounts included in such a settlement,

then all amounts insured and all Deductibles specified in the Policy will exclude GST. In all other cases, the amounts must be GST inclusive.

#### YOUR 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, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. (The information you provide on the Proposal Form forms a part of such matter). 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 its business, ought to know; or
- 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 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.

## POLICY

In order to understand the insurance you are proposing, you must read the Policy. Words beginning with a capital letter in this proposal form are defined in the Policy. Anything you state in this proposal form may be included in the Policy. If you propose something which MECON do not want to insure it will be excluded from the quotation we provide.

## CONTACT US

MECON Insurance Pty Ltd | A.B.N. 29 059 310 904 | AFSL 253106

PO Box R1789 Royal Exchange NSW 1225 | P (02) 9252 1040 | F. (02) 9252 1050 | customerservice@mecon.com.au

## PROPOSERS DETAILS

Full name of insured and trading name (if applicable)

First Name

Last Name

Trading Name (e.g. Company Name Pty Ltd)

Interested Parties

Bank / Guarantor / Financier

Address for notices

Number, Street Address

Suburb

State

Postcode

ABN

Australian Business Number

Registered for GST?

Yes

No

%

GST % (If varied from 100%)

Proposer's interest

Interest in the Project to be insured, are you the Principal/Developer/Contractor/Subcontractor/Owner Builder? – You may be more than one

Have you either alone or in partnership or jointly with any other party or any of your directors or office holders\*

(\*registered company)

- made a claim for any loss, damage or liability of a type to be insured?
- had an insurer decline any claim, cancel any insurance policy or impose special terms to any insurance policy?
- been charged with or convicted of any criminal offence?
- been declared bankrupt, insolvent, had a liquidator appointed or been a defendant in any civil court case?

Yes

No

If 'Yes' to any of the above, please provide full details here (or in space provided on page 4)

All answers above will be regarded as answers by all parties related to the proposal.

## INSURANCE DETAILS

Cover Required

Commencement Date

Expiration Date

Defects Liability Period (DLP)

Maximum Defects Liability Period

If you are an Owner Builder, No cover for DLP will be provided.

Address of the Project

Number, Street Address

City / Suburb

State

Postcode

**What does the Project entail**

Including but not limited to number of storeys, number of basement levels, swimming pools, and commissioning period - if applicable.

**Project Details**

Has any work already commenced on the Project to be insured?

Yes  No

If 'Yes', provide details of commencement date, value of work completed and photographs of work completed.

**Existing Structures**

Will any alterations or refurbishments to Existing Structures be undertaken?

Yes  No

If 'Yes', describe the existing structure and the work to be undertaken.

Will Existing Structures be occupied during the Project?

Yes  No

**Bordering Property**

Please describe the property bordering the Project site. Including its proximity to the work being undertaken.

**Demolition**

Is there any demolition involved?

Yes  No

If 'Yes' is the value of demolition greater than 25% of the Project Value and / or does the height of the demolition exceed 15 metres (other than internal non-structural demolition)? If 'Yes', describe.

**Geology of the site**

(i.e. Rock, Sand, Silt, Clay etc)

**PROPOSER INFORMATION**

Will the Project involve any of the following a. to y.?

- ▼ Only answer questions a. to i. if owner-builder home construction.
- ▼ Answer all questions if construction is anything else.

|  |     |                          |    |                          |
|--|-----|--------------------------|----|--------------------------|
| a. Demolition above 15 metres in height (other than internal non-structural demolition)                | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. Actual excavation work or work in an existing excavation deeper than 5 metres                       | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. Buildings or structures of historical significance  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. Swimming pools  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. Underpinning  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. Retaining walls greater than 15 metres in length and/or 1.5 metres in height                        | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. Excavation of underground services on site (other than to install new services)                     | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. Flame cutting or welding (other than for plumbing work)   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| i. Lowering of ground water  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| j. Blasting or explosives (other than nail guns)   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| k. Underground works, such as tunnels, shafts, mines or galleries                                      | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| l. Road works or bridges   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| m. Pipelines greater than 250 metres in length   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| n. Irrigation systems, canal, reservoir, dam or siphon work  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| o. Any work in, on, over or under a permanent body of water  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| p. Directional drilling or boring greater than 1 metre in diameter (other than piling / piers)         | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| q. Work in / around an airport, aircraft landing area or working railways or tramlines                 | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| r. Work in oil, gas, chemical or petrochemical plants, including any work on gasoline service stations | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| s. Work in mining processing plants  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| t. Piling or substantial vibration   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| u. Removal or weakening of supports of any nature  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| v. Use of hazardous chemicals or flammable liquids (more than 4 litres)                                | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| w. Technology which is of a prototype nature   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| x. Testing and Commissioning   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Commissioning Period:

y. Work on landfills, land which is listed on the contaminated land register or the application of waste or chemical products to land. Yes  No

If 'Yes' to any of the above questions, please describe below:

**CONTRACTORS POLLUTION LIABILITY (this cover does not apply to Owner Builders)**

- ▼ Completing this question does not guarantee cover. It is only provided at Mecon's sole discretion.
- z. Contractors Pollution Liability (If any of i to iii below are answered 'yes' cover will not apply)
  - i. We require you to have written procedures and/or methods in place so your staff know how to deal with the discovery of asbestos or if there is a pollution event. Do you need to create these procedures? Yes\*  No   
*\* We will supply guidelines for these procedures to you if you don't have them.*
  - ii. During the past five (5) years have you had any significant/reportable releases or spills of hazardous substances, hazardous waste or any other pollutants (as defined by environmental statutes or regulations)? Yes  No   
 If yes, please provide details below.
  - iii. In the past five (5) years, has there been, or is there now pending, a claim against you for clean-up, bodily/personal injury or property damage, resulting from the release into the environment of hazardous substances (including asbestos), hazardous waste, or other pollutants from the location or other locations owned or operated by you? Yes  No

If 'Yes' to any of the above questions, please describe below:

**SUM INSURED AND INSURED PROPERTY**

**Section One – Material Damage**

|   |      |  |   |
|---|------|--|---|
| These are the maximum sums insured which will apply to the Project:<br><br>If automatic amounts below are insufficient please specify another amount. | 1.02 | Contract price (or cost *) of the Project  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.03 | Principal Supplied ("free issue") Materials  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.04 | Existing Structures  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.05 | Contractor's Plant, Tools and Reusable Equipment<br><small>(attach list of Plant and Equipment with their values or nominate an amount for non-specific items)</small> | \$ <input style="width: 150px;" type="text"/> |
|   | 1.06 | Variations and Escalation (20% of the amount specified at 1.02 and 1.03 is automatic)  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.07 | Removal of Debris (10% of the amount specified at 1.02, 1.03, 1.04 and 1.05 is automatic)  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.08 | Professional Fees (10% of the amount specified at 1.02 and 1.03 is automatic)  | \$ <input style="width: 150px;" type="text"/> |
|   | 1.09 | Expediting Costs (5% of the amount specified at 1.02,1.03 & 1.04 is automatic)   | \$ <input style="width: 150px;" type="text"/> |
|   | 1.10 | Mitigation Costs (5% of the amount specified at 1.02, 1.03 and 1.04 is automatic)  | \$ <input style="width: 150px;" type="text"/> |

\*The cost that would reasonably be incurred at commercial rates to perform the work under contract.

**Section Two – Public Liability**

Is Section Two – Public Liability required? Yes  No

**Limits of Indemnity**

6.01 Public Liability \$

**Sub limits**

**Limits of Indemnity**

6.02 Vibration Weakening or the Removal of Support \$

6.03 Property in Care, Custody or Control \$

## OPTIONAL ADDITIONAL COVERS

In addition to Material Damage and Liability, do you require any of the following extensions:

Note, an additional premium may apply to each of these additional extensions. Please contact your insurance broker for full details.

- a. Advanced Business Interruption Cover
- b. Cover Advantage Endorsement
- c. Earthworks Advantage Cover
- d. Errors and Omissions Extension
- e. Liquidated Damages Extension (Residential Builders Only)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

## ADDITIONAL SPACE IF REQUIRED

## DECLARATION AND SIGNATURE BY PROPOSER

On behalf of the proposed insured, I / we declare that the answers given herein are in every respect true and correct and that I / we have not withheld any information likely to affect the acceptance of this insurance and that I / we have read and understood the Policy document. I / we have sought clarification of any aspects of the proposal form or Policy document I / we did not understand.

I / we acknowledge that MECON Insurance Pty Ltd may give to, and obtain from, other insurers, personal information of mine / ours relating to this insurance as well as insurance claims information obtained during the course of any contract I / we have with MECON Insurance Pty Ltd.

I/we also acknowledge that MECON Insurance Pty Ltd are not obliged to automatically accept the insurance proposed above, however I / We understand that MECON Insurance Pty Ltd will formally advise me / us of the extent to which they are prepared to offer insurance by quotation, Schedule or otherwise in writing.

**NOTE** - If someone has completed this form on your behalf, before signing this proposal form double check the details to ensure that you agree to all answers completed by that person are true and correct.

### Signed

Name

Title / Position

Signed

Dated