

# Annual Project

## Proposal Form



### IMPORTANT NOTES

#### PRIVACY STATEMENT

MECON is committed to protecting your privacy in accordance with the *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Statement outlines how we collect, disclose and handle Your personal information (including sensitive information) as defined in the Act.

##### Why We Collect Your Personal Information

We collect Your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development, and
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

##### What Happens If You Don't Give Us Your Personal Information

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

##### How We Collect Your Personal Information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools). We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to. If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

##### Who We Disclose Your Personal Information To

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, the Insurer, other insurers and reinsurers, your agents, our legal, accounting and other professional advisers, data warehouses and consultants, social media and other similar sites and networks, membership, loyalty and rewards programs or partners, providers of medical and non-medical assistance and services, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas. Who they are may change from time to time.

You can contact us for details or refer to our Privacy Policy available at our website <http://mecon.com.au/about-us/privacy-policy/>. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

##### More Information, Access, Correction or Complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website or by contacting us (our contact details are below).

##### Contact Us & Opting Out

By proceeding with your application or submitting your claim, you and any other person included on this Policy, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us on the details below.

#### 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](mailto: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%)

%

Years in business

Years

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

(\*registered company)

a. made a claim for any loss, damage or liability of a type to be insured?

b. had an insurer decline any claim, cancel any insurance policy or impose special terms to any insurance policy?

c. been charged with or convicted of any criminal offence?

d. 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

Project Information

Maximum Project Duration

Maximum Defects Liability Period

Specify exactly what type of Projects will be undertaken

(i.e. Construction and alteration of residential buildings / units. Construction of Commercial buildings, roads, bridges, marinas etc.)

**BASIS OF INSURANCE FOR PROJECTS**

Please select either a) OR b)

Note that the cover starts and ends differently for each basis and the values required for each may differ:

a. Project Run-Off Basis (or “projects commencing” basis) Yes  No   
 Do you require insurance only for the Projects that you commence during the Policy Period until they are completed? (plus Defects Liability Period)  
 If ‘Yes’, please provide the estimated total value of all Projects you expect to commence during the Policy Period \$   
 Do you require Insurance on any Projects currently underway? Yes  No   
 If ‘Yes’, provide a list showing commencement date, location, description, value of work completed to date and total Project value for all Projects currently underway. In the space provided on page 4.

**OR**

b. Annual Turnover Basis (“transfer” or “cut off” basis) Yes  No   
 Do you require insurance on all Projects on-hand at the start of, and commenced during, the Policy Period to be insured until expiry of the current Policy Period? (All cover ceases at expiry – even Defects Liability Period Cover).  
 If ‘Yes’, please provide the estimated total Annual Turnover of all Projects to be insured? \$   
 If ‘Yes’, provide a list showing commencement date, location, description, value of work completed to date and total Project value for all Projects currently underway in the space provided on page 4.

Below the 25 <sup>th</sup> parallel South									Above the 25 <sup>th</sup> Parallel South		
NSW	ACT	VIC	TAS	SA	QLD	WA	NT		QLD	WA	NT
%	%	%	%	%	%	%	%	%	%	%	%

Projects Estimated number of Projects to be insured during the Policy Period?   
Number of Projects

Terrorism For the purpose of allocating the Terrorism charge please state the postcode in which the majority of work will be undertaken. (Note: this charge is subject to annual adjustment based upon the Projects insured. The ARPC require you to declare the postcode and total Project Value expended on each Project at the renewal date of the Policy).   
Postcode

In the next 12 months Annual Turnover from ‘Business’ insured   
Amount of salaries   
Amount paid to subcontractors   
Number of employees   
Employees

Existing Structures Will any alterations or refurbishments to Existing Structures be undertaken? Yes  No   
Do you require Section One – (Material Damage) insurance for those Existing Structures? Yes  No

Demolition Work Will the value of demolition work exceed 25% of your annual turnover and / or will any demolition work exceed 15 metres in height (other than internal non-structural demolition)?   
 If ‘Yes’, please specify. Use space on page 4 if required.

Projections In the next 12 months, will any Projects differ in size, scope or complexity from those undertaken by you in the past 3 years? Yes  No   
 If ‘Yes’, describe the difference. Use space on page 4 if required.

Will the Project involve any of the following? Yes  No

- a. Blasting or explosives (other than nail guns) Yes  No
- b. Actual excavation work or work in an existing excavation deeper than 10 metres Yes  No
- c. Underground works such as tunnels, shafts, mines or galleries Yes  No
- d. Road works or bridges Yes  No
- e. Work north of the 25th Parallel south Yes  No
- f. Pipelines greater than 250 metres in length Yes  No
- g. Irrigation systems, canal, reservoir, dam or syphon work Yes  No
- h. Directional drilling or boring greater than 1 metre in diameter (other than piling/piers) Yes  No
- i. Work in or around an airport or aircraft landing area or working railways or tramlines Yes  No
- j. Work in oil, gas, chemical or petrochemical plants Yes  No
- k. Work in mining processing plants Yes  No
- l. Technology which is of a prototype nature Yes  No

If ‘Yes’ to any of the above questions, please describe. Use space on page 4 if required.

# SUM INSURED AND INSURED PROPERTY

## Section One – Material Damage

These are the maximum sums insured which will apply to the Project:  
If automatic amounts below are insufficient please specify another amount. Use space on page 4 if required.

1.02	Maximum contract price (Project value) of any one Project	\$
1.03	Maximum amount of Principal Supplied ("free issue") Materials for any one Project	\$
1.04	Existing Structures (maximum value for any one Project)	\$
1.05	Contractor's Plant, Tools and Reusable Equipment (attach list of Plant and Equipment with their values or nominate an amount for non-specific items)	\$
1.06	Variations and Escalation (20% of the amount specified at 1.02 and 1.03 is automatic)	\$
1.07	Removal of Debris (10% of the amount specified at 1.02, 1.03, 1.04 and 1.05 is automatic)	\$
1.08	Professional Fees (10% of the amount specified at 1.02 and 1.03 is automatic)	\$
1.09	Expediting Costs (5% of the amount specified at 1.02, 1.03 & 1.04 is automatic)	\$
1.10	Mitigation Costs (5% of the amount specified at 1.02, 1.03 and 1.04 is automatic)	\$

## 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	Products Liability	\$
6.03	Vibration Weakening or the Removal of Support	\$
6.04	Property in Care, Custody or Control	\$

## 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

DD / MM / YYYY

Dated