

## Proposal form: Design & Construct

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### IMPORTANT NOTICE

**Please read the following before proceeding to complete this proposal form**

#### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- a. reduces the risk we insure you for;
- b. is common knowledge;
- c. we know or should know as an insurance company; or
- d. we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us something you are required to, we may cancel your policy or reduce the amount we shall indemnify you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed.

#### Completing this Proposal Form

- Please answer all questions giving full and complete answers.
- It is the duty of the Applicant to provide all information that is requested in the Proposal Form as well as to add additional relevant facts. A relevant fact is a known fact and/or circumstance that may influence in the evaluation of the risk by the Insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your Broker.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.
- The Proposal Form must be completed, signed and dated by a person who must be of legal capacity and authorised for the purpose of requesting this insurance for the organisation who acts as the Applicant.

**This Proposal Form DOES NOT BIND the Applicant or the Insurer to complete the insurance but will form part of any insurance.**

## Privacy Collection Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at [privacy@dualaustralia.com.au](mailto:privacy@dualaustralia.com.au) or access it via the 'Privacy Policy' [link](#) on our website.

## Section 1 - Details of applicant

1. Insured Entity Type (please select):

<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Unlisted Limited Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Not for profit / Association
<input type="checkbox"/> Public Listed Company	<input type="checkbox"/> Private Company (Pty Ltd)

2. ABN:

3. Insured Name:

4. Trading Name (if applicable):

5. Insured's Registered Address:  
(Place where business is registered/place of incorporation.)

6. Occupation/Business Description:  
Please provide a detailed description of all business activities including the activities of any related entities.

7. Years of operation:

8. Annual Revenue / Turnover for the last 12 months: (AUD) \$

If new or trading less than 12 months, please estimate annual revenue / turnover for next 12 months.

9. Number of staff

#### Staff

a Number of principal(s) / partner(s) / directors(s)

b Number of qualified staff providing professional services on behalf of the applicant  
(not included in (a) above)

c Number of technical staff

d Number of clerical and administration staff

e Total

f List the professions of staff in (a) and (b) above

10. In respect of gross fees/income for the last financial year, please provide a breakdown by State:

NSW %    ACT %    QLD %    VIC %    TAS %    SA %    WA %    NT %    O/S %\*

## Section 2 - Contract type information

Please breakdown your gross income (including amounts paid to any consultants/subcontractors) into the following categories/ contract types:

	From the Last Financial Year	Estimated for the Current Financial Year
Financial Year Ending		

### 1.1 Full Design & Construction

Turnover derived from contracts where the proposer is the principal contractor who is responsible for design\* and construction

### 1.2 Professional Services subcontracted to others

a.) Turnover derived from contracts where the proposer is the principal contractor, however they subcontracted the design\* to a third party **with** their own Professional Indemnity Insurance

b.) Turnover derived from contracts where the proposer is the principal contractor, however they subcontracted the design\* to a third party **without** their own Professional Indemnity Insurance

### 1.3 Only carry out the professional services

Turnover derived by the proposer from undertaking design\* only, and the proposer is not involved in the construction aspects of the projects

### 1.4 Construction only

Turnover derived from construction only, where the design is not provided, organised or responsible by the proposer

### 1.5 Other

Other turnover not listed above (please describe):

**Total**

**100%**

**100%**

\*Design includes: design, drafting, technical calculation, technical design specification, inspection, project management, construction management, feasibility studies, programming and time flow management, and surveying performed by qualified architects, engineers or surveyors.

## Section 3 - Professional services information

1. Please allocate the Professional Services for which you are contractually responsible into the following disciplines:

Discipline	%	Discipline	%
Civil engineering		Consulting engineering (forensic, remedial)	
Structural engineering		Consulting (other) – specify:	
Façade engineering		Project / construction management	
Mechanical engineering		Project co-ordination	
Electrical engineering		Accredited Certifier – specify:	
Chemical engineering		Pre-purchase inspections:	
Environmental engineering		Surveying – specify:	

Geotechnical/soil engineering	Architecture – registered Architect
Piling / foundations engineering	Building design – other registered designer
Acoustic engineering	Interior design – structural
HVAC / refrigeration engineering	Interior design – non-structural
Hydraulic / plumbing engineering	Landscape design
Fire protection systems engineering	Town planning
Mining engineering	Other – please specify:
Marine engineering	

## Section 4 - Project type information

1. Please detail the percentage of gross revenue derived from the following types of projects:

Type of project	%	Type of project	%
Individual dwellings, other low rise		Soil testing and foundation investigation (including control of earthworks)	
Medium rise buildings (between 3-6 floors)		Foundation and underpinning (excluding investigation for foundations)	
High rise buildings (7+ floors) – residential		Retaining walls, soil embankments	
High rise buildings (7+ floors) – other		Roads, highways	
Modular buildings (involving repetitive designs)		Bridges, tunnels	
Industrial sites (factories, warehouses)		Harbours, jetties, marinas	
Heritage		Dams (excl tailings dams)	
Schools, hospitals, municipal buildings and recreational centres		Sewerage or water systems	
Hotels		Waste disposal, treatment or management	

Swimming pools, aquatic centres	Pollution control equipment	
Structures at fairs, shows and exhibitions	Environmental program design (managing processes and monitoring)	
Domestic surveying – individual dwelling set outs and boundary surveys	Manufacturing and industrial control systems	
Engineering surveys, other construction set outs	Mechanical plant and bulk handling equipment including silos	
Surveys (other) – specify:	Mines (incl tailings dams, excl thermal coal)	
Urban / Master planning	Thermal coal extraction or handling	
Dilapidation reports	Nuclear and atomic projects	
Feasibility studies, Social impact assessments	Oil and gas pipelines	
Expert witness	Petrochemical, refineries, fertilisers, ammonia urea plants	
Environmental appraisals / impact assessments	Underground storage facilities	
Environmental audits	Others – please specify:	
Total	100%	100%

2. Do you derive any revenue from outside Australia? Yes No
- If YES, please provide full details:

3. Please detail the 5 largest contracts you have undertaken in the last 7 years:

Name of project	Location	Your Role	Total Project Value (\$)	Your Revenue (\$)
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3. What is the typical/average value of your contracts? \$
4. Do you ever take an equity stake in any of the projects you are commissioned to work on? Yes No
- If YES, please advise how you separate your roles as equity holder and project participant, and how you limit your liability:
5. Do you conduct business with or provide services to any business or company in which you or any of your directors or officers hold a financial interest (directly or indirectly)? Yes No
- If YES, please provide details including nature of the relationship and services provided:
6. Could any of your work (be it designs, materials specified or construction methods, whether outsourced or not) be considered innovative in terms of being untested, untried or prototypical? Yes No
- If YES, please describe your procedures for ensuring the adequacy and appropriateness of the designs, materials or methods:

## Section 5 - About your business

1. For each of the last 2 years, have you returned a Trading Profit AND had positive Net Cash Flow from Operating Activities? Yes No
- If NO, please provide details:
2. Have any of your directors or principals ever been declared bankrupt, or been a director or principal of an organisation that has been liquidated or placed into administration (voluntary or otherwise)? Yes No
- If YES, please provide details:

- |    |   |     |    |
|----|---|-----|----|
| 3. | Do you have a formal evaluation and approval process, including the involvement of your directors, to decide whether or not to engage a particular new client or accept new projects? | Yes | No |
|----|---|-----|----|

If NO, please provide details of your client selection process:

### Contracting Practices

- |    |  |     |    |
|----|--|-----|----|
| 4. | Do you always ensure the scope of works (including Professional Services) is clearly set out in the written contract or terms of engagement? | Yes | No |
|----|--|-----|----|

If NO, please explain how this is agreed:

- |    |   |     |    |
|----|---|-----|----|
| 5. | Do you always arrange internal or external legal review of any non-standard contracts/terms prior to signing? | Yes | No |
|----|---|-----|----|

If NO, please describe the steps you take to review contracts with non-standard terms:

- |    |  |     |    |
|----|--|-----|----|
| 6. | Do you ever sign contracts where you:                                  |     |    |
|    | a. accept liability for consequential or indirect losses?              | Yes | No |
|    | b. do not exclude your liability for consequential or indirect losses? | Yes | No |

If YES to either, how often and in what circumstances:

- |    |  |     |    |
|----|--|-----|----|
| 7. | Do you ever otherwise limit your liability to clients in contract, which could include obtaining an indemnity or hold harmless in your favour? | Yes | No |
|----|--|-----|----|

If YES, how is this done and to what amount/extent:

### Contractors

- |    |   |     |    |
|----|---|-----|----|
| 8. | Do you ever engage consultants, sub-contractors or agents for the provision of Professional Services? | Yes | No |
|----|---|-----|----|



If YES, please complete the rest of the Contractors questions below

9. What Professional Services are subcontracted out?

10.	Do you undertake a comprehensive due diligence process before selecting all Professional Services sub-contractors, including a review regarding the sub-contractor's financial viability, and professional competence to undertake the work in question?	Yes	No
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If NO, please provide details of how you ensure suitability of sub-contractors:

11.	Do you ensure that all Professional Services contractors have a current PI insurance policy?	Yes	No
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12.	Do you always enter into "back-to-back" contracts with your Professional Services sub-contractors, at least in respect of liabilities and obligations assumed by you in respect of Professional Services?	Yes	No
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If NO, how often and in what circumstances do you not do this:

#### **Defective Building Materials (incl External Cladding)**

13.	Do you have a process to ensure all building materials specified or used by you (or on your behalf) have been tested and certified by a locally recognised and accepted testing agency in respect of their intended use?	Yes	No
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If NO, please advise the steps you take to ensure that all building products/materials specified or used are compliant with the relevant building or product standards:

14.	In respect of any of your projects over the past 10 years or your upcoming projects in the next 12 months, have you (or anyone on your behalf) been involved with the installation of external cladding on such buildings?	Yes	No
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15. If you answered YES to Q14:

- |    |  |     |    |
|----|--|-----|----|
| a. | Did/does the external cladding for any such project include aluminium composite panels with a polyethylene core?   | Yes | No |
|    |  |     |    |
| b. | Did/does the external cladding for all such projects meet the non-combustibility requirements of the Building Code of Australia (or equivalent) at the time of the project or contract completion? | Yes | No |

Please provide details by way of appendix of all your projects involving aluminium composite cladding with polyethylene/plastic core. Include details of:

- the name and location of each project
- the head contractor
- the type of project (e.g high rise residential)
- when the project was completed
- your involvement in the specification/installation/verification/certification of the external cladding
- whether the building has an internal sprinkler system (if known)
- the total cost of the external cladding (if known)

16. If YES to Q14, what steps did/do you take to ensure any external cladding installed is compliant with the requirements of the Building Code of Australia (or equivalent)?

## Section 6 - Optional extensions

### Contractual Liability, Limitation of Liability

- |    |   |     |    |
|----|---|-----|----|
| 1. | Do you ever agree to hold harmless or indemnify any other party for claims arising out of your Professional Services (including liquidated damages), beyond what you would otherwise be professionally liable for in the absence of the contract? | Yes | No |
|----|---|-----|----|

If YES, how often and in what circumstances?

- |    |  |     |    |
|----|--|-----|----|
| 2. | Do you ever agree to exclude or limit the liability of any other party in connection with your Professional Services, such that full recovery is not contractually possible against those parties? | Yes | No |
|----|--|-----|----|

If YES, how often and in what circumstances and to what extent?

## Proportionate Liability Waiver

3. Do you ever agree to contract out of the proportionate liability legislation? Yes No
- If YES, approx. what % of your gross revenue is generated from contracts where you agree to validly contract out of proportionate liability legislation?

## Collateral Warranties and Novated Contracts

4. Have you ever assumed liability by reason of novation (novated contracts) or agreed to a collateral warranty or similar agreement?
- If YES, please provide details of each such contract, including what due diligence you performed (e.g. legal review of the contract, comprehensive review of the design being novated, etc):

## Workplace Statutory Liability

5. For how long have you had a documented safety management system in place that: Since:  
complies with AS/NZS 4801?
- recognises contractors and labour hire employees as workers?
  - includes effective hazard and incident reporting procedures?
  - includes an audit program (that is adhered to) to ensure the safety management system remains effective and up-to-date?
6. Do you currently have Statutory Liability insurance in place, e.g. via a Management Liability policy? Yes No
- If YES, please provide details:

## Section 7 - Claims history

1. Has the applicant or any of its principles, partners, directors or staff members, or any of its predecessors, or any prior practice of any of its present or former principals, partners or directors, ever been subject to disciplinary proceedings or actions for misconduct in a professional respect? Yes No

If YES, please provide details:

2. Has the applicant or any of its principals, partners, directors or staff members, or any of its predecessors, or any prior practice of any of its present or former partners, principals or directors

- |    |  |     |    |
|----|--|-----|----|
| a. | ever been subject to any claims for civil liability or breach of professional duty; or | Yes | No |
| b. | notified facts/circumstances to insurers that may give rise to such a claim?           | Yes | No |

If YES to either (a) or (b), please provide the following details in respect to each matter (use a separate sheet if necessary):

Date notified	Name of Insurer	Name of claimant or potential claimant	Description of problem	Amount paid	Amount outstanding
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- |    |  |     |    |
|----|--|-----|----|
| c. | If the applicant or any its principals, partners or directors aware, after reasonable enquiry of all staff and managers, of any other facts or circumstances which may give rise to a claim of the type insured by the proposed insurance? | Yes | No |
|----|--|-----|----|

If YES, please provide the following details in respect to each matter (use a separate sheet if necessary):

Date notified	Name of Insurer	Name of claimant or potential claimant	Description of problem	Amount paid	Amount outstanding
---------------	-----------------	--	------------------------	-------------	--------------------

3. Do you have any Professional Indemnity Insurance cover currently in place? Yes ☐ No ☐
- If YES, please state:
- Name of Insurer:
- Limit of Indemnity:
- Deductible:
- Expiry Date of the Policy:
- Retroactive Date:

## Section 8 - Other insurance

- Have you undertaken contracts in the last 10 years for which a specific project Professional Indemnity insurance policy has been arranged? Yes ☐ No ☐

Name of project	Completion Date	Policy Limit (\$)	Insurer	Policy Number
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# Declaration

**Signing this proposal form does not bind the proposer or the insurer to complete this insurance.**

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' above.

The undersigned acknowledges that they have read this Proposal Form, including all Important Notices, as well as the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

## **TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR**

Full name:

Position:

Signature:

Date:

**It is important the undersigned of the declaration above is fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt please speak with your insurance broker, agent or advisor, as non-disclosure or miss-representation in this proposal may affect an insured's right of recovery under the policy.**

We recommend that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this proposal form and correspondence).

## **Important Notices**

### **Claims Made and Notified Policy**

This is a claims made and notified policy. We shall only cover you for Claims made against you during the Insuring Period and notified to us as soon as practicable during the Insurance Period.

If your policy does not have a continuity of cover provision or provide retrospective cover then your policy may not provide insurance cover in relation to events that occurred before the policy was entered into.

### **Notification of Facts that may give rise to a Claim**

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that if you give notice in writing to us of facts that may give rise to a claim against you as soon as reasonably practicable after you became aware of such facts but before the policy expires, then we will continue to be liable under the policy for that claim, if made.

## Notification of Claims

In the event of a claim arising under this Insurance, immediate notice should be given to:

The National Claims Manager:

DUAL Australia Pty Limited

Level 29, 123 Pitt Street

Sydney NSW 2000

Australia

By Email: [claims@dualaustalia.com.au](mailto:claims@dualaustalia.com.au)

Please refer to the Claims Conditions section of this policy for further details regarding the notification of claims or loss subject to this Insurance.

## Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

## Surrender of Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the Policy, but you have agreed with that person either before or after the inception of the Policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the Policy for any such loss or damage.

## Helping you do more

Sydney | Melbourne | Perth | Brisbane

1300 769 772

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