

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/ or by contacting us at customerservice@mecon.com.au or on 02 9252 1040; and
- for AIG, at www.aig.com.au or by contacting us at 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)

- Experienced any loss, damage, circumstance, liability or claim against you (whether insured or not) that could be covered by any of the policies now proposed?
- 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?

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

Yes No

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

INSURANCE DETAILS

Cover Required

Commencement Date

Expiration Date

Terrorism

For the purpose of allocating the Terrorism charge please state the postcode in which most of the Insured Plant will be stored.

Postcode most of the Insured Plant will be stored / yarded

Specify what type of Business you are engaged in?

E.g. earthworks, building construction, bridge construction, craneage, road works.

Will any work involve any of the following?

a. Underground works such as tunnels, shafts or galleries

Yes No

b. Insured Plant being used in a tidal zone or on floating platforms or barges

Yes No

If 'Yes' has been answered to any of the above questions, please describe the work involved in the Project in the space provided below, or on page 5.

If your business is solely crane operation / hire, do not answer the questions c. to m. below

- c. Excavation deeper than 10 metres Yes No
- d. Blasting or explosives Yes No
- e. Road works or bridges Yes No
- f. Irrigation systems, canal, reservoir, dam or siphon work Yes No
- g. Any work in, on, around, over or under a permanent body of water Yes No
- h. Demolition above 15 metres in height (other than internal non-structural demolition) Yes No
- i. Directional drilling or boring greater than 1 metre in diameter (other than piling / piers) Yes No
- j. Work in or around an airport or aircraft landing area Yes No
- k. Work in or around railways or tramlines Yes No
- l. Work in oil, gas, chemical or petrochemical plants, including any work on gasoline service stations Yes No
- m. 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.

CONTRACTORS POLLUTION LIABILITY

▼ Completing this question does not guarantee cover. It is only provided at Mecon's sole discretion.

- n. Contractors Pollution Liability (if any of i to iii 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, provide details of the claim(s), its disposition or present status below.

SUMS AND ITEMS INSURED AND LIMITS OF INDEMNITY

Unless a policy/extension increase applies, these are the maximum sums insured which will apply to each and every event of loss or damage for each item of Insured Plant.

Section One – Material Damage

1.02 Insured Plant Market Value (please attach a list if there is insufficient space below)

	Description of each Item of Plant	Manufacturer / Model	Registration and / or Serial Number	Year of Manufacture	Road Risk Liability Required	Market Value / Sum Insured
1.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
2.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
3.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
4.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
5.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
6.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
7.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
8.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
9.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
10.					Yes <input type="checkbox"/> No <input type="checkbox"/>	\$

1.03 Expediting Costs (\$20,000 is automatic)

\$

1.04 Accessories and Tools (\$5,000 is automatic)

\$

1.05 Debris Removal (\$50,000 is automatic)

\$

1.06 Removal and Recovery (\$50,000 / \$250,000, undamaged / damaged, is automatic)

\$

1.07 Windscreen Replacement (\$5,000 max. once only in Period of Insurance is automatic)

\$

Plant Items Do you own all of the Insured Plant? (If "No", please provide a copy of any rental agreement.)

Yes No

Is any of the Insured Plant being Dry Hired out? (If "Yes", please provide a copy of any rental agreement.)

Yes No

Is any of the Insured Plant of a prototype nature? (If "Yes", which item(s)?)

Yes No

Section Two – Road Risk Liability

Is Section Two – Road Risk Liability - required? Yes No

Sub limits

Limits of Indemnity

6.01 Public Liability

\$

Sub limits

Limits of Indemnity

6.02 Dangerous Goods Carriage (\$500,000 in the aggregate for the Period of Insurance is automatic, if a greater sum is required please specify)

\$

6.03 Removal of Debris (\$50,000 each and every occurrence. is automatic, if a greater sum is required please specify)

\$

Section Three – Public Liability

Is Section Three – Public Liability - required? Yes No

During the 12 months from the commencement of the Period of Insurance: a. what is the estimated total Annual Turnover from Business activities

\$

b. what is the estimated salaries and wages

\$

c. what is the estimated payments to contractors / subcontractors

\$

d. what is the estimated number of Employees

e. what percentage of your Annual Turnover is derived from demolition work

%

Sub limits

Limits of Indemnity

10.01 Public Liability

\$

Sub limits

Limits of Indemnity

10.02 Products Liability

Automatic-Same as 10.01 above

10.03 Vibration Weakening or the Removal of Support

Automatic-Same as 10.01 above

10.04 Property in Care, Custody or Control (\$500,000 in the aggregate for the Period of Insurance is automatic unless a higher sum is specified)

\$

Other (specify amount required and type below)

\$

Section Four – Business Interruption

Is Section Four – Business Interruption - required? Yes No

Estimated Annual Revenue / Turnover

\$

Claim Preparation Fees

\$

Indemnity Period

Months

DO YOU REQUIRE ANY OF THE FOLLOWING EXTENSIONS OR ENDORSEMENTS

Please refer to the Policy or ask your insurance adviser or MECON if an explanation of these endorsements is required.

Please note, any extension noted as "Automatic" attracts an additional premium. Please contact your insurance broker for full details.

a. Acquisitions	Automatic (\$500,000)
b. Agreed Insured Plant Value (ensure valuation is provided)	Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Appreciation of Plant Value	Automatic (25%)
d. Breakdown of Electrical, Mechanical, Electronic Parts	Yes <input type="checkbox"/> No <input type="checkbox"/>
e. Contractors and Subcontractors Insurance	Automatic
f. Dry Hire	Automatic
g. Errors and Omissions Extension	Yes <input type="checkbox"/> No <input type="checkbox"/>
h. Finance Gap	Yes <input type="checkbox"/> No <input type="checkbox"/>
i. Financiers Interests	Automatic
j. Hire Cost or Finance Payment	Automatic
(\$50,000 over 6 months is standard to endorsement – or specify amount required)	\$ <input type="text"/>
What is the maximum weekly rate you would pay to hire in the equivalent of a single item of your Insured Plant?	\$ <input type="text"/>
Maximum indemnity period (in weeks)?	<input type="text"/>
What is the maximum monthly finance payment you make for a single item of your Insured Plant?	\$ <input type="text"/>
Maximum indemnity period (in months)?	<input type="text"/>
k. Hired-in Insured Plant	Yes <input type="checkbox"/> No <input type="checkbox"/>
(\$50,000 over 6 months is standard to endorsement – or specify value of plant to be insured)	\$ <input type="text"/>
Type of Plant Hired	Total Hire Costs
<input type="text"/>	\$ <input type="text"/>
l. Multiple Crane Lift	Automatic
m. Incidental Cover	Automatic
n. Ongoing Hire Costs (\$50,000 over 6 months is standard to endorsement – or specify amount required)	Automatic
o. Own Goods Lifted (\$5,000 limit is standard within endorsement)	\$ <input type="text"/>
p. Trailers Used But Not Owned	Yes <input type="checkbox"/> No <input type="checkbox"/>
q. Underground Work (mines, tunnels and the like)	Yes <input type="checkbox"/> No <input type="checkbox"/>
r. Unintentional Overload	Automatic
s. World Wide Travel	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