

Annual Project Proposal Form



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
- publicly 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 | 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)

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%)

Year business established?

To the best of your knowledge, having made appropriate enquiries, have you or any person with whom you are in partnership; or (if the proposed insured is a company) have any of the company's directors or officeholders*:

- a. 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?
b. Had an insurer decline any claim, cancel any insurance policy or impose special terms to any insurance policy?
c. Been charged with, pleaded guilty to or been convicted of any criminal offence or had any criminal offence proved?
d. Been associated in any way with any: Outlaw Motorcycle Gang ("OMG") or any member of an OMG; organised crime gang ("OCG") or any member of an OCG, or other illegal association?
e. Been declared bankrupt?
f. Had a liquidator and/or receiver appointed and/or been placed into external administration?
g. Been a defendant in any civil court case?

Yes No

If 'Yes' to any of the above, please provide full details (or in space provided on page 5)

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

INSURANCE DETAILS

Cover Required Commencement Date TO Expiration Date

Project Information Maximum Project Duration Months Maximum Defects Liability Period Months

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 value 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?
 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 the last page.

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 MECON cover ceases at expiry – even Defects Liability Period Cover, unless cover is renewed with MECON)

If ‘Yes’:

- i) Please provide the estimated total Annual Turnover of all Projects to be insured

- ii) For all Projects currently underway, please provide a list showing commencement date, location, description, value of work completed to date and total Project value in the space provided on the last page.

| Please provide turnover or value split: Below the 26th parallel South* | | | | | | | | Above the 26th parallel South | | |
|--|-----|-----|-----|----|-----|----|----|-------------------------------|----|----|
| NSW | ACT | VIC | TAS | SA | QLD | WA | NT | QLD | WA | NT |
| % | % | % | % | % | % | % | % | % | % | % |
| | | | | | | | | | | |

*Below the 26th Parallel South (a geographical line running from Denham in Western Australia in the West to Gympie in Queensland to the East).

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

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

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 Will the cost 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)? Yes No

If ‘Yes’ please specify:

Aluminium Composite Panelling (ACP)

a. Have you used ACP on any previous buildings or projects? Yes No

b. Will you be involved in removal or demolition of ACP in the future? Yes No

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.

PROPOSER INFORMATION

Will the Project involve any of the following?

If 'Yes' has been answered to any of the below questions, please describe the work involved in the Project in the area supplied.

- | | | | | | |
|----|--|-----|--------------------------|----|--------------------------|
| a. | Actual excavation work or work in an existing excavation deeper than 10 metres | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b. | Blasting or explosives (other than nail guns) | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. | Design and construct where you provide the design | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. | Directional drilling or boring greater than 1 metre in diameter (other than piling/piers) | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| e. | Excavation of underground services on site (other than to install new services). | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| f. | Irrigation systems, canal, reservoir or dam work | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| g. | Pipelines greater than 250 metres in length | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| h. | Road works or bridges | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| i. | Technology which is of a prototype nature | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| j. | Underground works such as tunnels, shafts, mines or galleries | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| k. | Work in mining processing plants | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| l. | Work in oil, gas, chemical or petrochemical plants, including any work on gasoline service stations | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| m. | Work in or around an airport or aircraft landing area or working railways or tramlines | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| n. | Work north of the 26th Parallel South | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| o. | Work on landfills, land which is listed on the contaminated land register or the application of waste or chemical products to land | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

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

Are you predominantly a plumber, roofer, waterproofer, piler, formworker or scaffolder? Yes No

CONTRACTORS POLLUTION LIABILITY

Contractors Pollution Liability (if any of i. to iii. below are answered 'yes' cover will not apply)

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

- | | | | | | |
|------|---|-----|--------------------------|----|--------------------------|
| 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? <i>* We will supply guidelines for these procedures to you if you don't have them.</i> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 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 | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 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 | <input type="checkbox"/> | No | <input type="checkbox"/> |

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:

If automatic amounts below are insufficient please specify another amount.

| | | |
|------|---|----------------------|
| 1.02 | Maximum Project value | <input type="text"/> |
| 1.03 | Maximum amount of Principal Supplied Materials ("free issued") for any one Project | <input type="text"/> |
| 1.04 | Existing Structures (maximum value for any one Project) | <input type="text"/> |
| 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) | <input type="text"/> |
| 1.06 | Variations and Escalation (20% of the amount specified at 1.02 and 1.03 is automatic) | <input type="text"/> |

| | | |
|------|---|--|
| 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 | 6.02 | Products Liability | |
| | 6.03 | Vibration Weakening or the Removal of Support | |
| | 6.04 | Property in Care, Custody or Control | |

OPTIONAL ADDITIONAL COVERS

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

- a. Cover Advantage Endorsement
- b. Earthworks Advantage Cover

Yes No

Yes No

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

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 that all answers completed by that person are true and correct.

Signed

Name

Title/Position

Signed

Dated