

Design & Construct

Proposal Form

Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- Whenever used in this proposal form, the term ‘Applicant’ shall mean the Company and all its Subsidiaries as described in the policy wording. Any other capitalised words have the same meaning as the policy wording.

General Information

1. Full Business Name of Applicant:			
2. Head Office Address:			
3. ABN:			
4. Website address:			
5. Date Established:			
6. Ultimate Parent Company annual Revenue:			
7. Has the name of the Applicant ever changed, or has the Applicant ever been involved in any M&A transaction or business consolidation?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide details, including dates:			
8. Does the Applicant partly own or control another entity which is not a subsidiary?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide complete details:			
9. Is the Applicant wholly or partly owned by another entity?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide complete details:			

Staffing

10. Please provide the number of full time equivalent staff:

Category	Number
Partners/Directors:	
Qualified and Licensed Staff (including but not limited to architects, engineers, surveyors, construction managers):	

Tradespersons/Labourers:	
Administrative/Clerical Staff:	
Other Staff (please describe):	

11. Please list current professional association memberships of the Applicant:

Financial Information

12. Please provide actual and estimated annual revenue (AUD):

Location	Last full FY	Current forecast FY	Next FY
Australia:			
Africa:			
Asia & NZ:			
Europe (Western):			
Europe (Eastern):			
LATAM & Caribbean:			
Middle East:			
Canada:			
USA:			

13. Does any one client represent 25% or more of the Applicant's total revenue? Yes No

If Yes, please provide details:

14. Please provide the Applicant's total revenue/professional fees* (AUD) derived from the following activities**:

a. Design:	\$
b. Drafting:	\$
c. Feasibility studies:	\$
d. Engineering:	\$
e. Surveying:	\$
f. Quantity Surveying:	\$
g. Inspection:	\$
h. Project management:	\$
i. Construction Management:	\$
j. Advice or specification of technical nature in respect of (a) to (i) above:	\$
k. Training in respect of (a) to (i) above:	\$

	Last full FY		Current forecast FY	
	Revenue	Fees	Revenue	Fees
15. Where the Applicant was responsible for design & construction / installation and/or manufacture from their own design:				
16. Where the Applicant was responsible for design & construction / installation and/or manufacture but subcontracted 100% of the design:				
17. Where the Applicant is contracted for a fee to provide design only services, reports and engineering and feasibility studies:				
18. Where the Applicant is contracted to provide project management or construction management (in a professional capacity) but no actual construction:				
19. Where the Applicant provided construction works, but did not provide any design services or project or construction management services:				

* Professional fees means fees for professional services

** Please include all income from joint ventures and all fees paid to subcontractors and consultants

20. Stamp Duty

Approximate percentage of gross fee/income for the last twelve months from each state, territory and overseas.

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S

Project Type

21. Based on the Applicant's annual revenue from the last full year FY, indicate the approximate percentage (%) of the projects listed below in which the Applicant is engaged:

a. Airports/Roads/Highways/Mass Transit:										%
b. Amusement Rides/Pools:										%
c. Low rise residential:										%
d. High rise residential (details below):										
3 to 6 floors	%	7 to 10 floors	%	11 to 15 floors	%	15 to 20 floors	%	Above 20 floors		%
e. Arenas/stadiums:										%
f. Bridges/Harbours/Piers/Dams:										%
g. Convention Centres/Office Buildings:										%
h. Courts/Justice/Correctional Facilities:										%
i. Hospitals/Healthcare:										%
j. Hotels/Motels:										%
k. Wastewater Treatment Plants/Sewage Systems/Industrial Wastewater systems:										%
l. Landfills/Quarries:										%
m. Manufacturing/Industrial/Warehouses:										%
n. Mixed Use:										%
o. Municipal Buildings/Libraries:										%
p. Nuclear/Atomic Facilities:										%

q. Parking Structures:	%
r. Pipelines/Petrochemical:	%
s. Recreation/Sports:	%
t. Religious:	%
u. Schools/Colleges:	%
v. Shopping Centres/Retail:	%
w. Contaminated Sites:	%
x. Tunnels:	%
y. Utilities:	%
z. Mines/Mineral Processing Plants:	%
aa. Other (please detail):	
	%
	%

22. Largest Projects:

Please list the Applicant's 5 largest projects in the last 5 years:

Project Name	Location	Project Type	Services	Revenue/Fees	CV

23. Average Construction Values for projects undertaken in the last 3 years?

Project Delivery

24. Does the Applicant participate in any joint ventures? Yes No

If Yes, please provide complete details:

25. Does the Applicant ever take an equity stake in any projects/contracts to which it provides services (this includes any property development done on behalf of entities in any way related to the Applicant)? Yes No

If Yes, please provide complete details:

26. Does the Applicant ever enter into any Build Own & Operate or Build Own Operate & Transfer contracts? Yes No

If Yes, please provide complete details:

27. Has the Applicant been involved in any form of Project Alliance in the last 10 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide complete details:

28. Does the Applicant ever assume responsibility for professional work of another party via a deed of novation or similar arrangement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes:

a. Please list all current projects assumed by the Applicant under a deed of novation or similar arrangement?

b. Are standard deeds of novation always used?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If No, provide details:

c. Does the Applicant confirm that all payments for services are up to date prior to executing novation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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d. For novation of design contracts are key design elements always finalised before novation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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29. Are projects under procurement or construction reviewed at least quarterly for construction delays, supply chain failure, contractual remedies to ease effect of delays, increased funding needs, or reforecast revenue projections?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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30. Do any projects under procurement or construction currently have unresolved claims for extensions or unexecuted change orders?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, provide details:

31. Is there a detailed Business Continuity Plan and Crisis Management Plan for each project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If No, explain:

Subcontractors

32. What % of work is subcontracted?	%
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33. What type of work is subcontracted?

34. Does the Applicant confirm all subcontractors hold professional indemnity insurance as a condition of engagement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If No, explain:

Contracts

35. Does the Applicant use standard written client and subcontracting contracts on every project? Yes No

If No, please describe why:

36. Does the Applicant have a process for legal counsel (internal, external, or both) for all contracts before execution? Yes No

Please describe:

37. Does the Applicant limit its liability in contracts? Yes No

If Yes, how?

38. Does the Applicant ever agree to hold harmless any third party for claims arising out of its services? Yes No

Please describe:

39. Is the scope of professional services to be performed always set out on contracts? Yes No

40. Do all contracts contain change order provisions requiring approval by both parties? Yes No

41. Is liability for consequential loss (or similar language including but not limited to “indirect losses or damages including without limitation loss of opportunity, use, sales or profit”) excluded in all contracts with clients and subcontractors? Yes No

42. If liability for consequential loss is assumed for any contract:

a. Provide details of the contract - specifically client name, year, services provided and contract value?

b. Is specialist external legal advice obtained to review consequential loss clauses in contracts? Yes No

c. What are the risk management strategies for delivery of services which are employed to mitigate consequential loss risk?

Risk Management

43. Does the Applicant have written procedures for:

a. Risk management and quality control including ISO accreditation? Yes No

If Yes, when was it last reviewed?

b. Occupational health and safety including ISO accreditation? Yes No

If Yes, when was it last updated?

c. Environment management including ISO accreditation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, when was it last updated?	
d. Peer review and/or dual approval of any aspect of project approval and delivery?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide details:	
e. Evaluation and approval of new clients, contracts and tenders?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide details:	
f. Identification and management of conflicts of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide details:	
g. Compliance training for employees and contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide details:	
h. Are verbal reports or advices always confirmed in writing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, how are they recorded?	

Fire Safety

44. Is all fire safety system design, install and certification performed by specialist contractors (eg fire engineers)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, explain:	
45. Are fire safety systems always certified by on-site inspection?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, explain:	
46. Is a comprehensive building manual always provided to building owners at project completion including as-built construction documentation, fire safety system details including fire safety system maintenance requirements, and names of all engaged building practitioners and certifiers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, explain:	

Insurance Details

Please provide details of the insurance coverage currently maintained by the Applicant.

47. Professional Indemnity:

Insurer	Policy Number	Policy Period	Limit	Excess

48. Has the Applicant ever undertaken any project insured under a project specific professional indemnity insurance policy: Yes No

If Yes, please provide details:

Insurer	Policy Number	Policy Period	Limit	Excess

49. General Liability:

Insurer	Policy Number	Policy Period	Limit	Excess

50. Does the General Liability policy cover third party property damage or bodily injury as a result of a breach of professional duty? Yes No

51. Contract Works:

Insurer	Policy Number	Policy Period	Limit	Excess

52. Does Contract Works policy provide LEG 2 or equivalent cover? Yes No

Claims/Disclosures

53. Has the Applicant ever been declined or refused professional indemnity insurance? Yes No

If Yes, provide full details:

54. Have any claims for negligence or breach of professional duty, or any inquiry or disciplinary proceedings connected to professional services, been made against the applicant or any predecessors in business or any prior practice of any of their present or former principals, directors or partners, or have circumstances been notified to insurer(s) which may give rise to a claim? Yes No

If Yes, provide full details:

55. After enquiry, is the applicant or any of its the directors, principals or partners aware of any fact or circumstance which may give rise to a claim? Yes No

If Yes, provide full details:

56. Has any director, principal or partner of the Applicant ever been the subject to any inquiry or disciplinary proceedings? Yes No

If Yes, provide full details:

Attachments

Please attach:

1. CV of each Director or Partner
2. Copies of standard client and subcontractor contracts
3. Full insurance claims history
4. The Applicant's most recent audited financial reports
5. The Applicant's full organisational chart

Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably practicable should any of the above information change between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed			
Title		Date	

Statutory Notice

For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means “we”, “us” and “our”.

Duty of Disclosure

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, 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.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay 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 contract as if it never existed.

Where your policy is claims made and notified the following will apply

If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

Claims Made And Claims Made And Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy. 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 contract was entered into.

Notification Of Facts That Might Give Rise To A Claim

Section 40(3) of the Insurance Contracts Act 1984 (Cth) (“ICA”) only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by your policy.

Other Important Information

Subrogation

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to be unreasonably withheld or delayed), you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under your policy.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that all parties to the contract, including third parties, should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by us. Our failure to do so could result in a civil penalty.

Not a Renewable Contract

Cover under your policy will terminate at expiry of the period of insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of your current policy so that terms of insurance and quotation/s can be agreed.

Change of Risk or Circumstances

It is vital that you advise us as soon as reasonably practicable of any departure from your “normal” form of business (i.e. that which has already been conveyed to us).

For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within your policy. You can contact us using the below details under ‘Contact Us’.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Privacy Statement

In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (Chubb).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907, Sydney NSW 2001

Further information request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

How to make a complaint

If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our [Complaints and Customer Resolution](#) policy.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

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