



## Proposal Form

### Contractors Operations and Professional Services Insurance

#### Important Notice

##### Claims-Made and Notified Insurance

This policy is issued on a **claims-made and notified** basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you, or if the Pollution conditions which gave rise to the Claim against you existed before the Retroactive Date specified in the Schedule.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

##### 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, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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 of disclosure does not require you to disclose matters:

- that diminish the risk to be undertaken by the insurer;
- that are of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is

waived by the insurer

This duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

##### Consequences of 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.

##### Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation or where you are a party to an agreement which excludes or limits the insurer's rights to recover the

loss from another party. You are hereby notified of the effect of these provisions.

##### Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- 1) When you lodge a claim we will tell you in plain language what information we need and how you should go about making your claim.
- 2) We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

##### Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly. If you have a complaint:

- 1) Contact your insurance intermediary and they may raise it with us.
- 2) If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:

The Compliance Manager  
AIG  
Level 12, 717 Bourke Street, Docklands  
VICTORIA 3008

- 3) If you are still unhappy, you may request that the matter be reviewed by our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.
- 4) If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which AIG are obliged to comply. Contact details are:

Insurance Ombudsman Services Limited  
Phone: 1300 780 808 (local call fee applies)  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Internet: <http://www.insuranceombudsman.com.au>  
PO Box 561, Collins St West Post Office,  
Melbourne, VIC 8007



## Privacy Notice

This notice sets out how AIG Australia Limited (AIG) collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

## How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG 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

AIG collects 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 AIG 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 AIG is 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, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

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.

You may request not to receive direct marketing communications from AIG.

## Access to your personal information

Our Privacy Policy contains 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 AIG.

In some circumstances permitted under the Privacy Act 1988, AIG 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 Policy also contains 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.



## Instructions

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- (a) Please complete all questions in this proposal. All questions applicable to each coverage applied for must be answered. Your application may **not** be dealt with if this form is incomplete and/or required submission information is absent.
- (b) Please provide the following documents and materials along with the completed original signed and dated proposal form:
- (i) Brochure/statement of qualification  
Enclosed ☐ Information to follow ☐ Do not exist ☐
  - (ii) Safety Procedure/Manual.  
Enclosed ☐ Information to follow ☐ Do not exist ☐
  - (iii) List of projects undertaken in the past 12 months (including brief description and contract value).  
Enclosed ☐ Information to follow ☐ Do not exist ☐
  - (iv) Resumes of Key Personnel including all Project Managers  
Enclosed ☐ Information to follow ☐ Do not exist ☐
  - (v) Standard Terms of Engagement  
Enclosed ☐ Information to follow ☐ Do not exist ☐
  - (vi) Examples of disclaimers/ limitations that are issued in conjunction of any written advice  
Enclosed ☐ Information to follow ☐ Do not exist ☐
- (c) If necessary, use additional sheets in order to provide the requested information.



## Details of the Applicant

1. (a) Named Insured / Name of Company:

\_\_\_\_\_  
\_\_\_\_\_

(b) Contact and Title:

\_\_\_\_\_  
\_\_\_\_\_

(c) Address of Head Office:

\_\_\_\_\_  
\_\_\_\_\_

(d) Website:

\_\_\_\_\_

2. (a) Named Insured is a:

- ☐ Company    ☐ Partnership  
☐ Joint venture    ☐ Other

(b) ABN:

\_\_\_\_\_

3. (a) Does the Named Insured hold a registration pursuant to A New Tax System (Goods and Services Tax) Act 1999?

- ☐ Yes    ☐ No

If "Yes", what is the registration number?

\_\_\_\_\_

(b) Does the Insured or any other entity to be insured under this policy intend to claim an input tax credit for the premium for this policy?

- ☐ Yes    ☐ No

If "Yes", to what extent (%) will an input tax credit be claimed by the Insured or any other entity to be insured under this policy?

\_\_\_\_\_  
%

4. Requested coverage and deductible/SIR:

Limit of liability: \_\_\_\_\_

SIR/Deductible: \_\_\_\_\_

Proposed Effective Date: \_\_\_\_\_

5. Please provide date the company commenced trading

\_\_\_\_\_  
\_\_\_\_\_

6. During the past five years has the name of the applicant been changed or has any other business been purchased or have any mergers or consolidations taken place?

- ☐ Yes    ☐ No,

If "yes", please provide details.

\_\_\_\_\_  
\_\_\_\_\_

7. Total Professional Staff employed by applicant:

i. Principals

\_\_\_\_\_

ii. Supervisors / Foremen

\_\_\_\_\_

iii. Total number of engineers and architects

\_\_\_\_\_

iv. Total number of field personnel

\_\_\_\_\_

v. Hydrogeologists, Geologists, Chemists

\_\_\_\_\_

vi. All other (describe)

\_\_\_\_\_



8. Are any Joint Ventures being proposed for coverage under this policy?

☐ Yes ☐ No,

If "yes", please provide details.

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10. Does any one project or contract represent more than 25% of annual fees?

☐ Yes ☐ No,

If "yes", please provide details.

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9. Please list the combined prior year's total revenue:

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11. Contract Values:

	Estimate for next 12 months	Present 12 months	Previous 12 months
From	.....	.....	.....
To	.....	.....	.....
All Operations	\$	\$	\$
Construction only no design	\$	\$	\$



## Profile of Operations

12. Columns A+B should equal 100%, across projected sales for each category below.

### COVERAGE A – PROFESSIONAL SERVICES

<b>A1-Environmental Services</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Decommissioning and Demolition				
Remedial Investigations				
Feasibility Studies				
Remedial Design Plans and Specs				
Obvs/Inspect of Construction				
Const/Proj Management				
Real Estate Audits				
Soil Testing/Analysis				
Surveying				
Lab Testing/Analysis				
Asbestos/Lead/Mold Abatement Design				
EnvRisk Assessments/Audits/Indoor Air Quality Asses				
Regulatory Consulting/Permitting				
Tank Testing/Maintainance				
Tank System Design				
Waste Brokering/Rec/Arrange				
Health & Safety Training				
Other (please explain)				
<b>Total Section A1</b>	<b>X</b>	<b>X</b>		
<b>A2 Non-Environmental Services</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Feasibility Studies				
Constuct/Proj Management				
Surveying				
Design Other Than....				
Waste Water/Sewer Design				
Potable Water System Design				
Other Process/Engineering				
Geotechnical/Foundations/Soils				
HVAC/Electrical/Mechanical Eng				
Civil/Structural Engineering				
Lab Testing				
Construction Materials Testing				
Other (please explain)				
<b>Total Section A2</b>				



<b>A3 Other Services</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Product Design (products for sale)				
Software Design/Programming				
Financial Management/Consulting				
Other (please explain)				
<b>Total Section A3</b>	<b>X</b>	<b>X</b>		
<b>Total Section A2</b>	<b>X</b>	<b>X</b>		
<b>Total Section A1</b>	<b>X</b>	<b>X</b>		
<b>TOTAL SECTION A</b>	<b>X</b>	<b>X</b>		

## COVERAGE B. –CONTRACTING OPERATIONS

<b>B1 Environmental Contracting</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Groundwater Sampling				
Soil Sampling				
Haz Material Cleanup/soil excavation				
Groundwater Treatment & Recovery				
Waste Storage				
On-Site Haz Waste Treatment				
Mobile Incineration				
Barrier/Liner Contractors				
Emergency Haz Material Cleanup				
Tank Removal/Installation				
PCB Oil/Equip Retrofill & Removal				
Hydrocar./Chem. Recycling/recovery				
Dredging				
Asbestos/Lead Abatement				
Mold Abatement				
Other (please explain)				
<b>Total Section B1</b>				



<b>B2 Non-Environmental Contracting</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Carpentry, Framing				
Construction Management				
Demolition/Dismantling				
Drilling				
Electrical				
Excavation/Grading				
General Contracting				
HVAC/Mechanical				
<b>B2 Non-Environmental Contracting (cont)</b>	<b>(a) % In house</b>	<b>(b) % Sub-contracted out</b>	<b>(c) Projected \$ sales</b>	<b>(d) Number of jobs</b>
Industrial Cleaning (incl. sewer/septic)				
Insulation				
Logging				
Masonry, concrete				
Marine				
Oil Lease				
Painting				
Pipeline				
Plumbing				
Roofing (no residential)				
Steel Erection				
Street and Road				
Other (please explain)				
<b>Total Section B2</b>				
<b>Total Section B1</b>				
<b>TOTAL SECTION B</b>				

<b>Section</b>	<b>Projected \$ sales</b>	<b>Number of jobs</b>
<b>Professional Services</b>		
<b>Remedial Action Contracting Operations</b>		
<b>Grand Total</b>		





## Stamp Duty

13. For the purpose of calculating Stamp Duty please note the % turnover associated with work performed in each state:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

14. Detail general radius of foreign operations (i.e. country(ies)) where operations normally occur. Indicate percentage relative to total projected values under question 10.

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15. Does your company select or arrange for the site of disposal for hazardous or non hazardous waste on behalf of clients?

☐ Yes ☐ No,

If "yes", please provide details.

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16. Does your company own, operate or lease licensed waste treatment, storage or disposal facilities?

☐ Yes ☐ No,

If "yes", please provide details.

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17. What are the minimum limits of liability you require for your subcontractors?

(a) General Liability\_\_\_\_\_

(b) Pollution Liability\_\_\_\_\_

(c) Professional Liability...\_\_\_\_\_

18. Do you work for your clients under a written scope of work and contract?

☐ Yes ☐ No

If "No", describe how terms are agreed:

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19. Do your contracts with subcontractors contain an indemnification provision?

☐ Yes ☐ No

*If "yes", attach copies of all insurance requirements and indemnification clauses.*

If "yes", indicate percentage\_\_\_\_\_%

19. Does your company enter into written contracts where you assume liability?

☐ Yes ☐ No

*If yes, attach copies of all insurance requirements and indemnification clauses.*

If "yes", indicate percentage\_\_\_\_\_%

20. Do you provide advice verbally to your clients?

☐ Yes ☐ No

If "yes", please provide details.

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## Claims Information

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### NOTE

For the purposes of Question 21 "YOU" includes the Corporation, Entity, or Partnership of the applicant and any Director, Officer or Partner thereof. Enquiries should be made if all appropriate staff before answering the following questions.

21. (a) Have any claims been previously made against you or reported under any Contractor's Pollution or Professional Liability policies?

☐ Yes ☐ No

If "yes", please provide details.

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- (b) Are you aware of any fact, circumstance or situation which could result in a claim being made against you or any other person or entity for whom coverage is being sought?

☐ Yes ☐ No

If "yes", please provide details.

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## Declaration and Consent

The applicant declares that all necessary enquiries into the accuracy of the responses given in this proposal have been made and confirms that the statements and particulars in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. The applicant agrees that should any of the information given in this proposal alter between the date of this proposal and the inception date of the insurance to which this proposal relates, it will give immediate notice thereof to the insurer.

The applicant acknowledges receipt of the **Important Notice** contained in this proposal and that it has read and understood the content of that Notice. It is agreed that this proposal form shall be the basis of the contract should a policy be issued and will be attached to the policy. All written statements and materials furnished to the Insurer in conjunction with this proposal are hereby incorporated by reference into this proposal and made a part hereof.

The completion & signing of this proposal does not bind the applicant or the insurer to complete this insurance. The applicant's acceptance of the insurer's quotation and the insurer's written agreement to be bound is required to bind coverage and to issue a contract of insurance.

The applicant consents to AIG collecting, using and disclosing personal information as set out in AIG's privacy notice in this proposal and the policy. If the applicant has provided or will provide information to AIG about any other individuals, the applicant confirms that the applicant is authorised to disclose the other individual's personal information to AIG and also to give the above consent on both the applicant's and their behalf.

**The signatory below confirms he/she is authorised to complete, sign and submit this proposal on behalf of the applicant.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



Bring on tomorrow

### Head Office

**Sydney** Level 19, 2 Park Street Sydney NSW 2000 Australia  
GPO Box 9933 Sydney NSW 2001 Australia

**Melbourne** GPO Box 9933 Melbourne VIC 3001 Australia  
**Brisbane** GPO Box 9933 Brisbane QLD 4001 Australia  
**Perth** GPO Box 9933 Perth WA 6848 Australia

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