

# Insurance Application for Builders of Swimming Pools Warranty, Construction and Liability Insurance



AUSTCOVER

Name of insured: \_\_\_\_\_

\_\_\_\_\_

Trading Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

ABN: \_\_\_\_\_

Building Practitioner: \_\_\_\_\_

Builder's Licence No.: \_\_\_\_\_

Year first licenced: \_\_\_\_\_

How long has your business been active? \_\_\_\_\_

1. Have you, or any company or partnership in which any person who could derive benefit from this policy, in the last 5 years ever:
  - a) Had any insurance declined or cancelled, application / proposal rejected, renewal refused, claim rejected, special conditions or excess imposed by any insurer?  
 Yes  No
  - b) Claimed on any insurance for loss or damage or suffered any loss or damage which would be insured by this proposed insurance?  
 Yes  No
  - c) Been charged with or convicted of any criminal offence (excluding traffic offences)?  
 Yes  No
2. Have you, or any company or partnership in which any person who could derive benefit from this policy, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration?  
 Yes  No
3. Have you, or any company or partnership in which any person who could derive benefit from this policy, either alone or jointly with others had any uninsured losses including Pool Warranty notifications during the last 5 years?  
 Yes  No
4. Are there any other relevant facts that you, or any company or partnership in which any person who could derive benefit from this policy, should disclose to us?  
 Yes  No
5. Have you, or any company or partnership in which any person who could derive benefit from this policy, ever had any licencing body in any jurisdiction impose any sanction, fine or take any action against them?  
 Yes  No

If you answered **Yes** to any of the above questions, please provide details. For claims or uninsured losses, please detail the total cost of the claim, amount of excess applicable, date of loss, how the loss occurred and name of insurer (with policy number if known). Please attach details.

## POOL WARRANTY INSURANCE SECTION

1. The Net Profit (before tax) as a percentage of your annual turnover for the past 2 years has been:  
Last year: \_\_\_\_\_ % Prior year: \_\_\_\_\_ %
2. The Insured's Creditor and Debtor Position is: (Please provide details applicable as at end of the last financial year)
  - a) Trade Creditors Aged Summary as at 30 June 20 \_\_\_\_\_  
0 - 60 days: \_\_\_\_\_  
Over 60 days: \_\_\_\_\_
  - b) Trade Debtors Aged Summary as at 30 June 20 \_\_\_\_\_  
0 - 45 days: \_\_\_\_\_  
Over 45 days: \_\_\_\_\_
3. Current Assets to Current Liabilities expressed as a ratio (Solvency Ratio) i.e. - 1:1 (divide assets by liabilities)  
Solvency Ratio: \_\_\_\_ : \_\_\_\_
4. Insured's Accountant details: (by supplying this detail, you authorise Calliden or its agent to verify information provided above)  
Accountant's name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
5. What was your largest contract value of a Swimming Pool during the past 2 years?  
\$ \_\_\_\_\_
6. What was your average contract value of a Swimming Pool during the past 12 months?  
\$ \_\_\_\_\_
7. Please provide details of your current Warranty Eligibility:  
Insured: \_\_\_\_\_  
Insurer: \_\_\_\_\_  
Turnover Limit: \$ \_\_\_\_\_ Job Limit: \$ \_\_\_\_\_  
Turnover Used (past twelve months): \$ \_\_\_\_\_  
Expiry date of current Policy: \_\_\_\_\_

## Declaration in relation to Pool Warranty Insurance (PWI) Eligibility

I/we declare that:

1. All information given herein is true and correct and I/we acknowledge that it is an offence under the Home Building Amendment Bill (Section 103EA) to give false and misleading information in the Application for Pool Warranty Insurance.
2. I/we understand that Warranty Eligibility granted can be cancelled at any time at the sole discretion of Calliden Limited.
3. I/we will at all times maintain appropriate licences for the activities undertaken by us.
4. I/we understand that Warranty Insurance policies are for the sole benefit of owners and subsequent owners and not us.
5. I/we understand that Calliden will use the declared contract value taken out for the total number of PWI policies during any period of insurance, to assist in determining the turnover premium adjustment at the end of any period of insurance.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONSTRUCTION AND LIABILITY INSURANCE SECTION - DETAILS OF ITEMS AND SUM(S) INSURED

### Construction Works - Materials Damage

Maximum Works Value - any one project or stage \$ \_\_\_\_\_

### Plant Machinery Tools and Equipment

Option A - Site Only Cover, or \$ \_\_\_\_\_

Option B - Anywhere in Australia \$ \_\_\_\_\_

### Liability including Completed Operations

Limit of Indemnity \$ \_\_\_\_\_

### Turnover Estimate

Works to be Commenced during the Policy Period \$ \_\_\_\_\_

Expiry date of current Policy: \_\_\_\_\_

### Declaration by Insured (must be signed by or on behalf of all party(s) making this application)

I/we declare that:

1. The answers and information given by me/us in this application are true and correct in all respects and that no information has been withheld which would affect Calliden's decision about accepting this insurance.
2. Where answers in this Application are not in my/our handwriting, they have been checked and I/we agree they are correct.
3. I/we have read and understand the Important Notices section contained in this form.
4. I/we understand that Works Limitations apply to the policy. (Please refer to Works Restrictions overleaf.)
5. I/we authorise Calliden to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these covers and any other insurances held by me/us and claims under those insurances.
6. I/we understand that Calliden, their agents or employees reserve the right to decline this Application.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Important Information

### Duty of Disclosure

#### BINDER ARRANGEMENT

When providing information about your insurance policies Austcover act on your behalf. When providing advice, Austcover are also acting on your behalf. However, they have entered into an agreement with Calliden to arrange insurance policies on their behalf and not on your behalf. Under this binding authority they act in the interest of Calliden in providing the service, not you.

This policy is subject to the Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure.

Before you take insurance with us you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same legal duty to inform us of those things before you renew, extend, vary or reinstate your contract of general insurance.

Your duty however does not require disclosure of things that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your Duty of Disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

## Calliden Privacy Statement

Calliden is committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

Calliden requires personal information about you to assess your request for insurance and to administer your policy, and also to notify you about other Calliden services or promotions from time to time.

Unless we are required by law to provide personal information to others, your personal information will only be seen or used by:

- our own staff and contracted staff
- claims adjusters, lawyers and others appointed by us or on behalf of us for claims handling purposes and
- our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia).

By submitting your personal information to us, you agree to us using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance proposal may not be accepted, or we may not be able to administer your policy, or you may breach your Duty of Disclosure, the consequences of which are set out in the Duty of Disclosure section of this document.

You can request access to the personal information we hold about you and, where necessary, you can notify us in writing of changes so we can insure that the information we hold about you is accurate, complete and up-to-date.

From time to time we may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

For further details of our Privacy Policy or to request access to or to correct your personal information, please contact the Privacy Officer on 02 9551 1111 or by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au) or by letter addressed to the Privacy Officer, Calliden Limited, Suite 1, Level 3, Building B, 207 Pacific Highway, St Leonards NSW 2065.

Our Privacy Policy may also be viewed on our website [www.calliden.com.au](http://www.calliden.com.au)

### Interests of Other Parties

We will not be required to recognise the interest of any party under this policy, unless written notice of such interest has been given to and accepted by us.

### Some Restrictions: You are not Insured for Projects consisting of: (unless a specific Application is made and accepted)

- Projects other than swimming pool construction
- Projects involving more than 12 months Construction Period or 12 months Maintenance Period
- Projects requiring blasting, piling, dewatering, drilling / compacting
- Projects outside the Commonwealth of Australia
- Testing and commissioning (if exceeding 4 weeks)
- Excavation exceeding 5 meters in depth or under pinning
- Any work undertaken in, on, under or beside water or located underground or any work in or around any aircraft or watercraft
- Demolition Works, other than work incidental to the main contract and involving stand alone structures on the contract site not exceeding 10 metres in height
- Any work to heritage listed or national trust classified property
- Any liability for vacant land, subdivision or other vacant land awaiting development.

### Return completed forms to: Pool Warranty Insurance Division

**Austcover Pty Ltd** AFS Licence 241799 ABN 46 073 425 662

*If in NSW return to:*

65 Walker Street (PO Box 1155)

North Sydney NSW 2060

Phone: (02) 9955 5100 Fax: (02) 9954 1479

*If in Victoria return to:*

675 Victoria Street (PO Box 3003 Victoria Gardens)

Richmond Victoria 3121

Phone: (03) 9425 1333 Fax: (03) 9425 1399

Insurance provided by: Calliden Limited  
ABN 43 110 186 224 AFS Licence 284889



[www.austcover.com.au](http://www.austcover.com.au)