



Application for Multi Unit Developments for Warranty Insurance

Multi Unit refers to any developments where there are 3 or more residential dwellings/units (4 or more in NSW) in the one construction contract or on the one construction site, or where the height of the construction site exceeds 3 storeys.

POSTAL ADDRESSES

Please return the completed original application form and all requested supporting documentation to the HIA Insurance Services office in your Capital City.

VIC PO Box 4897VV, Melbourne VIC 3001
Phone 1300 554 227 • Fax (03) 9666 0290

NSW PO Box 883, North Ryde NSW 2112
Phone 1300 200 201 • Fax (02) 9807 7326

TAS GPO BOX 182, Hobart TAS 7001
Phone (03) 6234 9770 • Fax (03) 6234 9735

ACT GPO Box 2188, Canberra ACT 2601
Phone (02) 6230 4985 • Fax (02) 6230 0541

WA PO Box 1494, Osborne Park WA 6915
Phone 1300 800 801 • Fax (08) 9443 8166

Website www.hiainsurance.com.au

NOTICE TO THE INSURED

The insurers: Vero Insurance Limited A.B.N. 48 005 297 807

Your duty of disclosure

Before you enter into a contract of insurance with the insurers you must tell the insurer everything you know, or that you could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and on what terms.

You must do this every time you renew or change a contract of insurance.

However you do not have to tell the insurer anything that -

- Lessens the risk or damage or legal liability that the insurer insures you against.
- is common knowledge
- the insurer knows or as insurer, should know, or
- the insurer has told you they do not want to know.

You may make disclosure to the insurer on this application form or to HIA Insurance Services.

Non-disclosure

If you do not tell the insurer these things -

- the insurer may be entitled to reduce their liability under the policy if you make a claim, or the insurer may cancel the Policy, or do both; or
- the insurer may be able to avoid the policy from its beginning and/or refuse payment of any claim you make if your non-disclosure is fraudulent.

Where the sum insured exceeds the value of your interest

The policy does not give cover to any person apart from you as the insured and any person who subsequently acquires the dwelling.

Important point to note:

READ YOUR POLICY attached to this application form. Should the policy not be attached a copy should be requested from Home Owners Warranty and **IT MUST BE READ BEFORE SIGNING THIS APPLICATION FORM.**

Where a **POLICY IS PROVIDED WITH THE CERTIFICATES OF INSURANCE SUCH IS DEEMED TO BE THE POLICY REFERRED TO IN THIS APPLICATION FORM.** The insurer must be advised if the details of any Certificates of Insurance provided and the terms of any policies issued do not agree with the policy and details set out on this application or referred to in this application.

The policy sets out the insurance cover you will get if a certificate of insurance is issued.

It also sets out:

- important limitations on the liability of the insurer;
- that you must make a claim within 180 days of becoming aware of the grounds for the claim; and
- that there is no cover under the policy until a certificate of insurance is issued, or cover has otherwise been accepted by the insurer or their agent.

You should also note that when the insurers pay a claim, the insurers normally can subrogate. That is, the insurer is placed in your legal position, and the insurer can recover what the insurers have paid you by using your name to sue other parties that you could have sued.

Please note that under the policy, if you affect that right of the insurer by agreeing in writing to exclude or limit your own rights to sue any other party. The insurers will not be liable or the insurer's liability will be reduced.

The policy also contains other important terms and conditions:

Please note that:

- if you make a claim before the period of cover is finished, the insurers may still be liable to pay the claim after this period has ended, and
- the policy does not provide cover in relation to events that occur before the insurer issued a certificate of insurance.

Some other important points

1. Any significant variation to the building work is something that affects the risk and you should report it to the insurer.
2. Each separate house or unit must be separately insured and a separate premium is payable for each.
3. The extent of the cover, and all claims, are subject to the terms and conditions of the relevant policy.
4. Keep the policy with your insurance certificate. If you sell the dwelling within the warranty period, please give those documents to the new owner.
5. Please direct all questions and correspondence relating to the policy to HIA Insurance Services at the address appearing on this application form, or subsequent address you may be advised of on the certificate of insurance.

AN EXTREMELY IMPORTANT WARNING

Under law the amount a builder can ask for as a deposit before starting work, or as a progress payment, is restricted.

Apart from amounts allowed by legislation a home builder is not allowed to ask for any payment in advance at any time during the work.

This is also the case for variations and prime cost/provisional sum items.

If you suffer a loss because you make a payment in advance, you are not covered under the policy.

Also the insurer does not want to insure you if you are prepared to make, or agree to make payments in advance.

DO NOT PAY A PROGRESS PAYMENT FOR WORK THAT HASN'T BEEN DONE.

> **CONTRACT DETAILS - Continued....**

5. Breakdown of Cost per Dwelling/Unit

| | | | | | |
|-------|----------------------|----|----------------------|---------------|-------------------------|
| Units | <input type="text"/> | to | <input type="text"/> | Cost per Unit | \$ <input type="text"/> |
| Units | <input type="text"/> | to | <input type="text"/> | Cost per Unit | \$ <input type="text"/> |
| Units | <input type="text"/> | to | <input type="text"/> | Cost per Unit | \$ <input type="text"/> |

6. Construction Financiers:

7. Has any tripartite agreement for payment been made between the builder and/or the developer/owner with the financiers?

NO YES

8. Detail any works to be completed/materials to be supplied by the Developer/Owner prior to completion:

9. Has the Developer/Owner entered into any agreement (with the builder, architect, engineer or others) which restricts any rights to sue?

NO YES

If YES, please provide details:

10. Has any provision been made, or likely to be made, to enable transfer of title to subsequent owners or creation of separate titles prior to completion.

NO YES

> **SITE DETAILS: (If insufficient space, attach a schedule of details or a plan for clarification)**

11. Please give a brief description of the Development:

12. Currently known as Lot No/s:

House No/s:

Site Address:

State:

Postcode:

13. Project Marketing Name:

14. Soil Classification

A S M H P (please provide Form 13) Other

15. No. of Residential Units No/s:

No. of Stories:

No. of Basement/Carpark Levels:

16. How will the units be numbered when offered for sale: from

to

17. What will be the address once completed?

State:

Postcode:

18. Is this a stage of a larger development on the same site?

NO YES

If Yes please provide brief details:

19. Are there any commercial/retail units within this development?

NO YES

If Yes please provide brief details:

> BUILDING DETAILS

20. Provide details below of all external consultants used on the project:

| | |
|-------------------------------|--|
| Planners: | |
| Design Architects: | |
| Supervising Architects: | |
| Quantity Surveyors: | |
| Structural Engineers: | |
| Mechanical Engineers: | |
| Lift Consultants: | |
| Air-conditioning Consultants: | |
| Fire service Consultants: | |

21. Describe the major residential construction type:

| |
|--|
| |
| |

22. Typical Residential units:

| | | | | | |
|---------------------|----------------------|-----------------------|----------------------|------------|----------------------|
| Number of Bedrooms: | <input type="text"/> | Number of these type: | <input type="text"/> | Sq metres: | <input type="text"/> |
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23. What existing buildings are to be retained on the site?

| |
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| |
| |

24. Estimated value of restoration/renovation of existing buildings: \$

25. What external works are included in the contract?

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| |
| |

26. Estimated value of external works: \$

27. Will any of the works be open to the public? NO YES

If yes please provide details?

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| |

> MARKETING ARRANGEMENTS

28. Marketing agents appointed to the development :

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| | | | |
|----------|----------------------|--------|----------------------|
| Contact: | <input type="text"/> | Phone: | <input type="text"/> |
|----------|----------------------|--------|----------------------|

29. When will units be offered for sale? (ie. off plan, during construction, on completion)

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| |
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30. What percentage of the residential units have been already sold: %

31. Who is or will be holding deposits on sales?

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| | | | |
|----------|----------------------|--------|----------------------|
| Contact: | <input type="text"/> | Phone: | <input type="text"/> |
|----------|----------------------|--------|----------------------|

32. Who has been appointed as conveyancing agents?

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| | | | |
|----------|----------------------|--------|----------------------|
| Contact: | <input type="text"/> | Phone: | <input type="text"/> |
|----------|----------------------|--------|----------------------|

> **CONSTRUCTION WORKS & PUBLIC LIABILITY**

33. Please advise insurance details for Contract Works and Public Liability in relation to this project:

Name of Insurer: Name of Broker:

Please provide policy details:

Or IF YOU REQUIRE A QUOTE FROM HIA INSURANCE SERVICES TO COVER THIS PROJECT, PLEASE COMPLETE THE INFORMATION BELOW:

34. Full Names of the Insured:

35. Please provide full details of prior experience in this type of work, ie. please state previous jobs completed.

| Type of Job | Size of Job | Value |
|-------------|-------------|-------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

36. Has any claims been made by you in the last (5) years against an Insurance Company or any type(s) of insurance proposed on this application form or have you suffered any losses previously uninsured during this period:

| Date of Loss | Brief Description | Amount |
|--------------|-------------------|--------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

> **Limits of Liability**

37. **Section 1 - Material Damage**

| | |
|---|---|
| Construction, Ancillary and Temporary Works: \$ <input type="text"/> | Expediting Expenses: \$ or % <input type="text"/> |
| Materials in Transit or stored off site: \$ <input type="text"/> | Removal of Debris, Demolition Costs: \$ or % <input type="text"/> |
| Construction Plant, Machinery and Hand Tools: \$ <input type="text"/> | Material Supplied by Principal: \$ <input type="text"/> |
| Architects, Engineering and other professional Fees: \$ or % <input type="text"/> | Projects Value Variation: \$ <input type="text"/> |

38. **Section 2 - Construction Liability**

Public Liability: \$

39. Is there any demolition carried out? NO YES
 If so, how is it carried out, by whom, what safety measures are used?

40. Is there any site excavation required? NO YES
 If so, please give details including depth and methods used & how close the surrounding buildings are to excavation work?:

41. Is there underpinning, shoring and piling carried out? NO YES
 If so, please give details of methods and whether contracted out or not & how close the surrounding buildings are to work?:

42. Describe the distance, condition and occupation of surrounding Building/s (Insurers may require additional information):

43. Is there any dewatering activities carried out? NO YES
 If so, please give details:

44. Describe the sub-soil & site conditions:

> CONSTRUCTION WORKS & PUBLIC LIABILITY - Continued....

45. Type of foundation being used:

46. What site security and protection measures are implemented:

47. Is there any blasting involved on any of your sites? NO YES
 If YES, please give a brief description and advise details of precautions taken:

48. Are any works carried out around or within 10 metres of water that involves piling or other supportive works? NO YES
 If so, please give details:

49. Has any of the works commenced?:

> BUILDER ACKNOWLEDGEMENT AND DECLARATION

- Where we the builder named above, apply for insurance for the contract as set out above, we have checked the details set out above, which are full and correct in every manner. We have read and understood the Notice to the Insured above and the policy document attached to this application.
- Where we pay the premium for the Developer/Owner we do so on behalf of the Developer/Owner.
- We have not been refused or declined home warranty or contract works insurance in the past.
- Where the builder is the Developer/Owner, we will only enter into sale contracts with intending subsequent owners of the dwellings which do not have any terms which give it the character of a building contract.
- The signatory below states that they are duly authorised to sign for and on behalf of the builder named above.

Signature:
 Date Signed

Print name of signatory:

> DEVELOPER/OWNER DECLARATION

- We have checked the details set out above, which are full and correct in every manner. We have read and understood the Notice to the insured and warnings set out above and acknowledge we have received a copy of the policy and read and understood that document.
- Where built under a building contract, (ie not a spec building by a builder) the developer or owner in respect to this development:
 is not a builder (as defined by legislation or in practice),
 nor actually carrying out building works,
 nor actually managing or arranging the carrying out of building works,
 nor is it intending to do so.
- We agree not to make payment in advance to the builder.
- We will only enter into sale contracts with intending subsequent owners of the dwellings in this development, that do not have any terms which give it the character of a building contract under any building contracts legislation or regulations.
- The signatory below state they are duly authorised to sign for and on behalf of the Developer/Owner set out above.

Signature:
 Date Signed

Print name of signatory: