

# Low Rise Multi Unit Development Project Application Form

RBUA Builder Warranty Insurance  
(South Australia and Western Australia)

**RESIDENTIAL  
BUILDERS**  
UNDERWRITING AGENCY

## About the Insurer

This insurance is underwritten by Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as Great Lakes Australia ('Great Lakes Australia'). Great Lakes Australia is an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority ('APRA'). Great Lakes Australia is a branch office of Great Lakes Reinsurance (UK) SE, a limited liability company incorporated in England and Wales and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG ('Munich Re'), part of Munich Re (Group).

## The Agent

Residential Builders Underwriting Agency Pty Ltd (ABN 55 604 481 521, AFSL 477528) ('RBUA') arranges policies for and on behalf of Great Lakes Australia. RBUA acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, RBUA acts as an agent for the insurer and not for you.

## Important Information

1. To be used for Low Rise Multi Unit Developments in South Australia and Western Australia.
2. Projects can be New Multi-Unit Developments 3 storeys or less and/or Existing Multi Unit Developments requiring structural or non-structural works.
3. Project applications need to be signed by both Builder and Developer/Owner.
4. Please read Privacy Statement and your Duty of Disclosure before completing this form.
5. Please print clearly, in block letters and tick appropriate boxes as required.
6. Completed applications should be submitted to your broker, with your payment for processing.

## General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice (the Code). The Code aims to raise standards of service between insurers and their customers. Great Lakes Australia's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service Australia on 1800 367 287 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Duty of Disclosure

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

Before you take out insurance with us you have a duty to tell us of everything that you know, or could be reasonably 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 need 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 found to be fraudulent.

## Privacy Statement

Both Great Lakes Australia and RBUA respect your privacy. Any personal information provided by you will be treated in accordance with the *Privacy Act 1988* (Cth). This privacy notification provides a summary of how Great Lakes Australia and RBUA treat your personal information.

Great Lakes Australia and RBUA primarily collect your personal information via this form to assess your request for insurance and to administer your Policy but may also use this information to settle an insurance claim, provide other insurance services as requested by you, and also to notify you about other services or promotions from time to time.

If you do not provide the information requested you may breach your Duty of Disclosure, your application may not be capable of being accepted, additional conditions may be imposed on any cover provided or your Policy may not be able to be administered.

In order to provide its insurance services Great Lakes Australia and RBUA may need to disclose your personal information to third parties including, but not limited to: agents, underwriters, advisors and brokers; claims management and other service providers; claims adjusters, loss assessors and other claims investigators; lawyers; reinsurers and reinsurance brokers; and the Financial Ombudsman Service, some of whom may be located in overseas countries, or as required by law (for a full list see Great Lakes Australia's and RBUA's Privacy Policy). In the event of a claim, Great Lakes Australia and RBUA may disclose your personal information (including sensitive information) to overseas reinsurers for the purpose of assessing your claim. Great Lakes Australia and RBUA will only share information with third parties where Great Lakes Australia and RBUA reasonably believe it is necessary in assessing your insurance claim and in providing the products and services requested.

Great Lakes Australia's and RBUA's Privacy Policy contains information about how to access and correct the personal information about you and also how to complain about a breach of privacy. If you require additional information or would like a copy of our privacy policies, our privacy officer's contact details are:

For Great Lakes Australia

**Mail:** Munich Re Australia, PO Box H35, Australia Square  
NSW 1215 Australia

**Email:** [privacyofficer@munichre.com](mailto:privacyofficer@munichre.com)

**Call:** 02 9272 8000

For RBUA

**Mail:** Steadfast Underwriting Agencies, P O Box A2016 Sydney  
South NSW 1235

**Email:** [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au)

**Call:** 02 9495 6500

## Developer Defined

### Western Australia

A person for whom residential building work is performed under a building contract in relation to four or more dwellings.

### South Australia

No cover exemption.

## I. Builder Details

Builder Legal Entity Name:

Registered Trading Name:

ABN:

Industry Association Name (if any):

License Number:

Expiry Date: / /

## II. Developer/Owner Details

Developer/Owner Legal Entity Name:

Registered Trading Name:

ABN:

Current Postal Address:

Suburb:

State:

Postcode:

Telephone:

Fax:

Mobile:

Email:

### Trading and Relationship

Is the Developer/Owner a trading entity created solely for this project and will not continue to trade on completion of the project?

Yes

If Yes, please provide details below.

No

Is there any related party relationship between the Developer/Owner and the Builder or is there any contractual payment to the Builder by way of any profit sharing arrangement?

Yes

If Yes, please provide details below.

No

## III. Project and Contract Details

### Construction Type

Is this application for a new Multi-Unit Development?

Yes

No

Is this application for an existing Multi Unit refurbishment, renovation or structural works?

Yes

No

Please provide a brief description of the Development and scope of works.

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

### III. Project and Contract Details continued

<b>Contract Type and Value</b>	<b>Contract Value (including GST):</b>
<input type="checkbox"/> Standard Fixed Price/Lump Sum Contract or	\$
<input type="checkbox"/> Cost Plus Contract/Construction Management or	\$
<input type="checkbox"/> Project Management or	\$
<input type="checkbox"/> Speculative Development	\$
Of the above contract/construction price: What is the value of any non-residential (commercial or retail shop) works within the Development?	\$
What is the estimated value of restoration/renovation of existing buildings?	\$
What is the estimated value of external works included in the contract?	\$

#### Progress Payments

Are any progress payments scheduled under this contract greater than 35%?

Yes

If Yes, please attach a copy of the Schedule and provide details below.

No

#### Project Timeframes

Date Contract Signed:                     /             /   Anticipated Starting Date:             /             /

Anticipated Completion Date:             /             /

#### Has Construction Commenced?

Yes

If Yes, please provide stage of construction details below and the date of commencement.

No

#### Architect

Was the project awarded as part of an Architect Tender Process? Yes  Please complete the questions below.

No  Please proceed to Section IV

Architect/Designer Name:

Office Phone Number:

Mobile Number:

Will the architectural firm be administrating each project payment on the contact?

Yes  No

What form of contract is being used? Please specify:

Does the contact have any retention clauses or requests for a Bank Guarantee as a retention method?

Yes

If Yes, please specify amount and term of retention below.

No

#### IV. Site Details

##### Site Address (Please provide a copy of the Certificate of Title or Rates Notice as proof of ownership)

Lot/Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Title Particulars: \_\_\_\_\_ Volume: \_\_\_\_\_ Folio: \_\_\_\_\_ Plan of Subdivision: \_\_\_\_\_

How will the units be numbered when offered for sale e.g. unit, flat, other? Attach a list if more than 6 units in this project.

Will the address above change once the project is completed?

Yes  If Yes, please provide details below. \_\_\_\_\_ No

Is this application part of one of the stages of a larger development on the same site?

Yes  If Yes, please provide details below. \_\_\_\_\_ No

Are there any commercial/retail shop components within this development? \_\_\_\_\_ No  Yes   
If Yes, please provide details below.

Are there any existing building to be retained on this site?

Yes  If Yes, please provide details below. \_\_\_\_\_ No

Will any of this project include works to common areas?

Yes  If Yes, please provide details below. \_\_\_\_\_ No

##### Certifier

Certifier/Local Council Name: \_\_\_\_\_

Certifier/Permit Authority Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

##### Structural Engineer

Structural Engineer Name: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Mobile Phone Number: \_\_\_\_\_

Soil Classification (optional) A  E  H  M  P  S

## V. Construction Finance and Sales Details

### Finance

Has the Builder sighted the Developer's finance approval to confirm funding is in place for the construction contract on this project?

Yes  (Please provide copy of finance approval)

No

Name of Bank/Financier:

Has any Tripartite Agreement for payment been made between the Builder and/or the Developer/ Owner with the financier/s?

Yes

No

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

Yes  If Yes, please provide details below.

No

### Sales Details

Name of Real Estate Agent:

Address:

Contact Person:

Telephone Number:

When will the residential units be offered for sale? (i.e. off the plan, during construction, upon completion)

How many of the residential units have already been sold?

Name of the entity that will hold deposit monies on sales? (if applicable):

Contact Person:

Telephone Number:

## VI. General Questions

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:

- Had any insurance declined or cancelled, application/proposal rejected, renewal refused claim rejected, special conditions or excess imposed by an insurer? Yes  No
- Claimed on any insurance loss or damage or suffered any loss or damage which would be insured by this proposed Insurance? Yes  No
- 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 (e.g. liquidation or receivership)? 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 has any uninsured losses during the last five 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

**Please provide full details for any YES answers to any of the above questions. For claims or insured losses, please detail the total cost of the claim, amount of excess applicable, date of incident, how the loss occurred, the name of the Insurer and the policy number. Space provided next page.**

**VI. General Questions continued**

**VII. Developer Declaration**

We the Developer/Owner named above, hereby apply for insurance for our contract as set out above and we declare that:

1. We have checked the details set out above, which are full and correct in every manner.
2. We acknowledge we have received a copy of the Policy document and read and understood that document.
3. Where built under a building contract, (i.e. not a speculative building by a builder) the Developer or Owner in respect to this development:
  - i. is not a Builder (as defined by legislation or in practice)
  - ii. is not actually carrying out building works
  - iii. is not actually managing or arranging the carrying out of building works
  - iv. is not intending to do so
4. We agree not to make payment in advance to the Builder.
5. We will only enter into sales 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.
6. The signatory below state they are duly authorised to sign for and on behalf of the Developer/Owner set out above.

Signature Date:        /        /	Signature Date:        /        /
Name of Signatory:	Name of Signatory:
Signature:	Signature:

**VIII. Payment of Premium** (NB payment must be made with this Project Application form, or cover cannot be issued)

**Payment Method** (payable to your Insurance Broker)

1. By cheque and cash
2. Credit Card. Please note that only Visa or MasterCard can be accepted. We regret that a Credit Card surcharge may apply as your Insurance Broker is not the insurance provider. The Credit Card Surcharge covers merchant fees and additional administration costs incurred by your Insurance Broker. The Credit Card Surcharge is shown in your Rate Chart and should be added to the premium, if using a Credit Card. If so, please complete details as shown below.

**Credit Card Details**

Visa     MasterCard     Card Number:     Expiry date:  /

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Name on Card: \_\_\_\_\_                      Amount: \$ \_\_\_\_\_                      Date:    /        /

Signature: \_\_\_\_\_

**Broker Name**

Broker Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_