

# Insurance Proposal for Home Warranty

## Home Building Business Centre

Important Notices  
You must read the notices below



### 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 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 duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know, and
- 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

### Who are we?

We are Calliden Group Limited (ACN 061 215 601) and all related bodies corporate including Calliden Limited (ACN 110 186 224) and Dawes Underwriting Australia Pty Ltd (ACN 050 289 506)

### Our commitment to privacy

We are committed to ensuring your privacy in accordance with the Privacy Act 1988 and the General Insurance Code of Practice 2005. This document outlines how we will collect, use, store, and disclose your personal information in accordance with the Act and the Code.

If you believe we have not acted in accordance with this policy or the Privacy Act you may make a complaint through our complaints handling procedure. For further details on accessing our complaints process please visit Calliden's website at [www.calliden.com.au](http://www.calliden.com.au) or contact us at (02) 9551 1111.

### How do we collect your personal information?

The method by which information may be collected will depend on the nature of the services being provided. We may collect information in person, in writing, by telephone, via email or through the internet. Whenever we collect personal information we will do everything we reasonably can to let you know:

- How to contact us;
- Why we are collecting the information;
- The organisation or types of organisations to which we disclose the information;
- If we are required by law to collect the information; and
- The consequences should you choose not to provide the information.

We authorise agents, brokers, claims managers, and other service providers to collect personal information on our behalf. In each case we have an agreement in place with the service provider that authorises them to collect the information, record, use and store the information for the services we have authorised them to perform, and transfer the information to us.

In some circumstances we may seek personal information that other external parties hold on you.

This will generally be to clarify information that you have provided on your proposal form or claim form where that information pertains to records held by the external party.

If you do not provide us with the information required, we may not be able to provide you with the product or service you want.

### **How do we store your personal information?**

We store all personal information by a combination of physical and electronic storage methods.

We take reasonable steps to ensure that the security of all information is adequate to protect it against loss, unauthorised access, destruction, modification, or false disclosure.

### **How do we use your personal information?**

Generally we will use personal information only for the primary purpose for which it was collected, or for a purpose which is related to the primary purpose. The personal information you provide to us may, regardless of the means by which it is collected, be used to:

- Provide to you our insurance services;
- Provide to you information which you have requested;
- Notify you of other Calliden services or promotions from time to time; and
- Manage our relationship with you.

### **Do we disclose your personal information to other parties?**

We will only disclose your information to external parties where it is required to undertake a service that you have engaged us to provide. The service providers that we may disclose your information to include the following:

- Agents, advisors, and brokers;
- Claims management and other service providers;
- Claims adjusters, loss assessors, and other claims investigators authorised by us;
- Lawyers;
- Our reinsurers and reinsurance brokers; and
- The Insurance Ombudsman Service or other alternative dispute resolution schemes.

We may disclose your information to any government organisation or other organisation as required under law. We may also disclose information to any other party where consent is obtained from you prior to the notification.

### **Will we use your personal information for direct marketing purposes?**

We may undertake direct marketing towards existing customers. If you would prefer not to receive these communications you may inform us or your broker/agent. All electronic communications contain an unsubscribe function.

We will not sell or otherwise disclose your information to any external party for their direct marketing activities. We also do not purchase contacts from any external parties for the purposes of our own direct marketing activities.

### **How can you access personal information we have about you?**

You have the right to access any information we hold about you, although there are some exceptions to this. If you wish to make a request please contact us. For simple requests we will provide the information free of charge. In some circumstances we may pass on any direct costs associated with obtaining any information that you request. All charges will be notified to you before they are incurred.

### **How can you correct any errors in the information we hold?**

Where you discover that we have made an error in any information we hold on you, you may make a request for us to correct the error. We may request that you provide further proof before acting on any request for a change. This is to ensure that all alterations are made by authorised persons and are accurate and lawful in nature.

### **How can you contact us?**

If you have any questions about this privacy policy, if you wish to complain about how we have handled personal information about you, or if you wish to access or correct your personal information, please contact the Privacy Officer at Calliden through one of the following means:

- Phone – (02) 9551 1111
- Fax – (02) 9551 1155
- Email – [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- Mail – PO Box 144, St Leonards NSW 1590

### **Goods and Services Tax**

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

### **Average**

The Material Damage and Consequential Loss sections of the policy each contain a condition of "average" which means that if there is underinsurance at the time of a loss, a part of the loss will not be covered.

In addition the policy will never pay more than the amount specified in the Limits and Sub-Limits.

It is essential that all amounts be carefully checked to ensure their adequacy at the time of completing the proposal and throughout the currency of the cover.

### **Cooling Off Period**

There is a 21 day cooling off period. If you are not completely satisfied with the Policy you can cancel it by contacting your insurance broker in writing within 21 days of the date of issue of your policy. We will refund your premium less any non-refundable government charges and taxes that we have paid. You do not have a right to cancel your policy if you make a claim for any incident within the 21 day period.

## Home Building Business Centre - HWI Eligibility Application

PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES

### Details of the Insured

<b>Insured Name:</b>			
<b>Trading Name:</b>			
<b>Contact Name:</b>			
<b>Main Business Licence Number:</b>			
<b>Tax Registered Business:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>ABN No:</b>	
		<b>Input Tax Credit:</b>	%
<b>Situation Address:</b>			<b>Postcode:</b>
<b>Postal Address:</b>			<b>Postcode:</b>
<b>Business Phone No.:</b>	(    )	<b>Mobile No:</b>	
<b>Fax No:</b>	(    )		
<b>E-mail:</b>			

#### Your General History

1. In the last 5 years, have you either alone or jointly with others ever:
  - (a) Had any insurance declined or cancelled, application / proposal rejected, renewal refused, claim rejected, or 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 ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (eg. Liquidation or receivership)? Yes  No

If 'Yes' to any of the above questions, please provide full details using an attached sheet of paper. For claims or uninsured losses, please detail the total cost of the claim, date of loss, how the loss occurred, the name of Insurer and the policy number.

● Has your Business traded for over 3 full financial years?	
<b>If No please advise:</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Will your gross Turnover either equal or be under \$5M in the next financial year?	
<b>If Yes how much?</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Has your Business made trading profits before tax over the past 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Do you have any outstanding Trade Creditors payments either above \$250K in value or 90 days overdue?	
<b>If Yes please advise:</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Do you have any outstanding Trade Debtors Collections either above \$250K in value or 60 days overdue?	
<b>If Yes please advise:</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Did your Business have Assets exceeding liabilities on your last financial year balance sheet	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Have you ever been declined Warranty insurance before?	
<b>If Yes when?</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Have you ever been subjected to an owners claim under your Warranty insurance before?	
<b>If Yes please advise:</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Have you or a company or a partnership with which you were involved with ever been declared bankrupt or insolvent or subject to any form of insolvency administration in the past 10 years?	
<b>If Yes please advise:</b> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Do you consent to your financial details being confirmed with your external accountant.	Yes <input type="checkbox"/> No <input type="checkbox"/>
● Have you enclosed an application fee made payable to SHC for the amount of \$110.00 incl. GST	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Declaration**

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/We

(a) declare that:

- (i) the answers and information given by me/us in this Proposal are true and correct in all respects;
- (ii) no information has been withheld that would affect Calliden's decision to accept this Proposal;
- (iii) where answers in this Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- (iv) I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
- (v) if there was insufficient space to fully answer any questions, we have attached ..... supplementary pages providing the additional information required.

(b) authorise Calliden to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

(c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Calliden Industrial Special Risks and/or General Liability Insurance Policy.

(d) acknowledge that Calliden, its agents and/or employees reserve the right to decline this proposal.

Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name & Title: \_\_\_\_\_