

ELIGIBILITY APPLICATION FORM

Who should complete this form

Sole traders, partnerships or companies seeking eligibility for Domestic Building Insurance (DBI) cover with the Victorian Managed Insurance Authority (VMIA) for building works carried out in Victoria. If VMIA approves your eligibility application, you will be able to access the BuildVic online portal to:

- purchase and manage DBI certificates for new building works;
- view your eligibility and update details etc.



IMPORTANT

By completing this form you have nominated BRIC to be your DBI Distributor. If you do not wish to nominate BRIC please contact the DBI Distributor of your choice for their eligibility application form.

How to use this form

Fill out this form electronically using Adobe Acrobat Reader and email to: dbi@bric.com.au or print, complete by hand and post to:

Bovill Risk & Insurance Consultants Pty Ltd, Suite 14, 71 Victoria Crescent, Abbotsford VIC 3067

If you have any questions or require assistance with this form, please contact your DBI Distributor BRIC on **1800 077 933**

SECTION 1. BUILDER INFORMATION

Legal entity type

- ☐ Sole Trader ☐ Partnership ☐ Company

Legal entity name

ABN

ACN

Sole Traders or Partnerships: The ABN provided cannot be associated with a Trust **Companies:** The ACN must be provided

Business address

Street name Street type

Suburb State Postcode

Business email

Is the mailing address the same as the business address?

- ☐ Yes ☐ No – complete below

Street name Street type

Suburb State Postcode

SECTION 2. REGISTERED BUILDING PRACTITIONER/PARTNER/DIRECTOR DETAILS

The Registered Building Practitioner (RBP) is the individual/s who is a sole trader or who is a director or partner of the Builder and who is currently applying for (or holds) registration with the Victorian Building Authority (VBA).

Registered Building Practitioner/Partner/Director 1 This person must hold a RBP registration OR currently be applying for one

Personal information

Select all that apply ☒ RBP ☐ Partner ☐ Director

First Name Last Name

Street name Street type

Suburb State Postcode

Phone

Mobile

Email

 You must provide an email address.
A BuildVic portal login will be created for this email address only.

Driver's Licence Number Issuing State Date of Birth / /

Registered Business Practitioner registration status

- ☐ Proposed (pending) registration – go to section 3
- ☐ Holds a current RBP registration – complete below and attach copy of RPB registration 

RBP Number – () Date Registration First Issued / /

Anniversary Date / / For DB-L registration only: specify type

CONTINUE TO SECTION 3 IF ADDITIONAL PARTNER/DIRECTOR DETAILS ARE REQUIRED
OTHERWISE CONTINUE TO SECTION 4 HISTORY AND BACKGROUND

SECTION 3. ADDITIONAL PARTNER/DIRECTOR DETAILS



IMPORTANT

Section 3 must be completed for **each additional** Partner/Director of the Builder (including Partners/Directors that are not a RBP).

Partner/Director 2

Personal information

Select all that apply

☐

RBP

☐

Partner

☐

Director

First Name

Last Name

Street name

Street type

Suburb

State

Postcode

Phone

Mobile

Email

Driver's Licence Number

Issuing State

Date of Birth

Registered Business Practitioner registration status

- ☐ Proposed (pending) registration – go to section 4
- ☐ Holds a current RBP registration – complete below and attach copy of RPB registration 

RBP Number

Date Registration First Issued

Anniversary Date

For DB-L registration only: specify type

Please copy and attach additional pages of section 3 as required

CONTINUE TO SECTION 4 HISTORY AND BACKGROUND

SECTION 4. HISTORY AND BACKGROUND

Has any Registered Building Practitioner/Partner/Director of the business ever obtained domestic building insurance with another insurer?

☐ No ☐ Yes – complete below

Name of insurer

State

Is the eligibility still current?

☐ No ☐ Yes – attach copy of letter of eligibility 

Has any Registered Building Practitioner/Partner/Director of the Builder:

	YES	NO
a. ever been involved in any business placed into external administration, liquidation, and receivership or entered into a scheme of arrangement (formal or informal)?	☐	☐
b. ever been declared bankrupt, or ever entered into a scheme of arrangement, composition debt agreement or a personal insolvency agreement under the Bankruptcy Act?	☐	☐
c. or any business in which you have been involved, been a party to any legal proceedings or been convicted of any criminal offences (excluding traffic offences) within the last 10 years?	☐	☐
d. had a pending, or even been found guilty in a, disciplinary proceeding by any Tribunal, Board, Commission or Authority in relation to building work?	☐	☐
e. had any claims (paid and unpaid) made against any domestic building insurance policy for work undertaken by you or any business you have been involved in?	☐	☐
f. or any business in which you have been involved in ever been declined domestic building insurance or eligibility for domestic building insurance	☐	☐



IMPORTANT

If you have ticked **yes** to any of these questions, you **must** provide copies of all relevant documentation in addition to those requested in the checklist.

CONTINUE TO SECTION 5. MAXIMUM ANNUAL CONSTRUCTION LIMITS

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The following information will be used by VMIA to determine Domestic Building Insurance eligibility construction and category limits.

Annual value of works requiring Domestic Building Insurance

\$

Please ensure the categories align with Victorian Building Authority registration class/categories sought or obtained.

WORKS CATEGORY	MAXIMUM PROJECT VALUE (CATEGORY LIMIT)	MAXIMUM NUMBER OF PROJECTS PER ANNUM	NUMBER OF PROJECTS IN PROGRESS AT ANY GIVEN POINT
New Single Dwelling Construction	\$		
Alterations/Additions/Renovations - Structural	\$		
Refurbishment - Non Structural	\$		
Swimming Pools	\$		
New Multi Dwelling Constructions - 3 or more units	\$		
Other (eg. Landscaping, Retaining Walls etc.)	\$		
PROJECTS TOTAL			

COMMERCIAL WORKS (PLEASE SPECIFY)	MAXIMUM PROJECT VALUE (CATEGORY LIMIT)	MAXIMUM NUMBER OF JOBS PER ANNUM	ANNUAL ESTIMATED VALUE
	\$		

CONTINUE TO SECTION 6. FINANCIAL REPORTING

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Is the Builder entitled to claim an Input Tax Credit on the GST component of the premium applicable to the policy?

☐ No ☐ Yes — specify how much %

How often does the Builder produce financial reports?

☐ Annually ☐ Other — please specify how often

Builder accountant's details

First Name Last Name

Street name Street type

Suburb State Postcode

Phone

Mobile

Email

CONTINUE TO SECTION 7. STATEMENT OF PERSONAL ASSETS & LIABILITIES

SECTION 7. STATEMENT OF PERSONAL ASSETS & LIABILITIES



IMPORTANT

Section 7 must be completed for *each* Registered Building Practitioner/Partner/Director of the Builder

First Name

Last Name

ASSETS		VALUE	LIABILITIES		AMOUNT
PROPERTY					
Principle residence address			Mortgage loan with:		
	\$			\$	
Other property addresses			Mortgage loan with:		
	\$			\$	
	\$			\$	
	\$			\$	
MOTOR VEHICLES					
Year	Make	Model	Vehicle finance with:		
			\$		
			\$		
INVESTMENTS			OTHER LOANS		
	\$			\$	
	\$			\$	
OTHER					
Cash at bank	\$		Credit cards	\$	
Work in progress (sole traders/partners)	\$		Overdraft (sole traders/partners)	\$	
Trade receivables (sole traders/partners)	\$		Trade Creditors (sole traders/partners)	\$	

Please copy and attach additional pages of section 7 as required

CONTINUE TO SECTION 8. INFORMATION CHECKLIST

SECTION 8. INFORMATION CHECKLIST

Ensure that all Registered Building Practitioners/Partners/Directors have:

- ☐ Fully completed the application form.
- ☐ Read and signed the Declarations and Terms at the end of the application form.
- ☐ Provided a copy of Certificate of Business Registration for the Applicant.
- ☐ Attached a copy of current Domestic Building eligibility with another insurer (if applicable).
- ☐ Attached any applicable supporting documents provided for Section 4 History and Background (if applicable).
- ☐ Fully completed a 'Statement of Personal Assets and Liabilities' for all registered Building practitioners/partners/directors (including evidence of property ownership).

Additional checklist for Sole Traders/Partnerships

- ☐ Profit and loss statement including trading account for the last two financial years (a copy of the full tax return as submitted to the ATO will suffice).

Additional checklist for Companies

- ☐ Full and final financial statements (profit and loss statement, with trading statement, balance sheet and notes to accounts) for the last 2 financial years (companies). These must be signed by the directors of the company as being true and correct.
- ☐ If the current year financial statements are older than six months, a copy of the interim financial statements are required (internally prepared accounts are acceptable providing they are signed by the directors/partners or external accountant as being true and correct).
- ☐ The requirement of Cash Flow Forecasts, Budgets and/or confirmation of financing arrangements will be at the discretion of VMIA.

Additional checklist for Group Structures

- ☐ If the Applicant is a subsidiary of another entity or part of a larger group structure then financial statements (profit and loss statement with trading statement, balance sheet and notes to accounts) for the last two financial years, as prepared by an external accountant, are required for each and every entity in the group. For structures with 'related entity' loans, an explanation of the purpose, term and size of these facilities is required from your external accountant.

CONTINUE TO SECTION 9. TERMS AND CONDITIONS

SECTION 9. TERMS AND CONDITIONS

DUTY OF DISCLOSURE

1. The Builder will disclose to the VMIA every matter that it knows, or could reasonably be expected to know, is relevant to the VMIA's decision whether to provide DBI to the Builder and on what terms.
2. The Builder is not, however, required to disclose any matter that diminishes the risk to the VMIA, that is of common knowledge, that the VMIA knows or in the ordinary course of our business ought to know or any matter for which the VMIA waives disclosure in writing.
3. The Builder's duty to disclose information to the VMIA is a continuing obligation and it will make any required disclosure each time it makes a request to the VMIA to renew, extend, vary or reinstate the Builder's eligibility or makes a request for the VMIA to issue, amend or cancel DBI.
4. The VMIA will rely on the information that the Builder provides to the VMIA in determining whether to provide or continue to provide DBI to the Builder and on what terms.

INFORMATION PROVIDED TO THE VMIA

5. The information provided by or on behalf of the Builder to the VMIA will be relied upon by the VMIA to help it decide whether to provide a Letter of Eligibility, and/ or DBI.
6. The VMIA has the right at all times to seek additional information from the Builder and all other parties, entitles or persons involved in or proposed to be involved in the building works which is the subject of the application for eligibility or DBI.
7. The VMIA has the right to decline any request for eligibility or DBI even though the Builder has been assessed as being eligible to request DBI.
8. When making a request for eligibility or DBI, all information provided by the Builder must be true, correct and complete.
9. If any of the information provided by or on behalf of the Builder when making a request for eligibility or DBI is not correct, the VMIA may refer the matter to the Victorian Building Authority to enquire into the conduct of the Builder and/ or the registered building practitioners associated with the Builder.

CHANGE OF CIRCUMSTANCES

10. If any of the information the Builder has provided to the VMIA materially changes, the Builder will notify VMIA immediately. Whilst not limiting the Builder's obligation to notify VMIA if any information the Builder has provided to the VMIA materially changes, it will notify VMIA immediately if:
 - a) The Builder's business structure changes (e.g. changes from a sole trader to a company).
 - b) Any of the directors or partners of the Builder changes and/ or any of the registered building practitioners associated with the Builder changes.
 - c) It becomes aware of any circumstance that may give rise to a claim against the Builder or any directors or partners of the Builder in respect of any domestic building work, including a referral to the Domestic Building Disputes Resolution Victoria or an application being made to VCAT or a court.
 - d) The Builder's building registration or the building registration of any directors or partners of the Builder, who are building practitioners, is cancelled, suspended or varied.
 - e) The Victorian Building Authority commences any disciplinary action against the Builder or any directors or partners of the Builder or if the Builder or any directors or partners of the Builder give any undertaking to the Victorian Building Authority.
 - f) The Builder becomes aware of any circumstances that may give rise to a claim under any DBI policy which insures building work undertaken by the Builder or a business in which a director or partner of the Builder has been involved or the Builder, or a claim is paid under such a policy.
 - g) The Builder or any business in which a director or partner of the Builder has been involved is ordered by a court or a tribunal to make a payment for any incomplete or defective building works or is ordered to rectify any building works.
 - h) The Builder or any business in which a director or partner of the Builder has been involved is disciplined by any regulatory authority in relation to building work which the Builder or that business has undertaken.
 - i) The Builder or any director or partner of the Builder is provided with eligibility for DBI or provided with DBI by another insurer.
 - j) There is any change to any information or matter of a material nature that:
 - (i) could significantly affect the financial position of the Builder or a director or partner of the Builder.
 - (ii) might influence VMIA's decision to provide eligibility or DBI to the Builder or the terms upon which the eligibility or DBI to the Builder is provided.

SECTION 9. TERMS AND CONDITIONS (CONTINUED)

ELIGIBILITY

11. Any Letter of Eligibility issued by the VMIA cannot be used as evidence that DBI has been issued to cover any particular building work. Only a separate and original Certificate of Insurance for DBI issued by or on behalf of the VMIA is evidence that DBI has been issued to cover particular building work.
12. The Builder's eligibility for DBI can be cancelled, suspended or modified at any time at the absolute discretion of VMIA and, if this occurs, the VMIA may advise the relevant regulatory authorities accordingly.
13. The VMIA will notify the Victorian Building Authority (or its successors) at the times and in the manner agreed with the Victorian Building Authority (or its successors) in the event that the Builder is refused DBI or ceases to be eligible to renew or procure DBI from the VMIA or, in respect of domestic building work performed prior to the commencement of the Ministerial Order, fails to purchase or maintain the required DBI (if the VMIA is aware of that failure); and any claim under a DBI policy is settled by agreement or otherwise.
14. The Builder is not eligible to request DBI to cover works in excess of the maximum contract value/s listed in any Letter of Eligibility. If the Builder wishes to apply to increase the maximum contract value/s the Builder will have to submit an application to the VMIA to review its eligibility.

REQUESTS FOR DBI

15. The Registered Building Practitioner (or where there is more than one Building Practitioner associated with the Builder, the first Registered Building Practitioner named on the Eligibility Application Form) is authorised by the Builder to make applications on behalf of the Builder for DBI or to make applications to amend or cancel DBI on behalf of the Builder and/ or to nominate and authorise other people to make such applications (if the VMIA agrees).
16. All directors and partners of the Builder will be jointly and severally responsible for the truth, correctness and completeness of any information provided to the VMIA by the Registered Building Practitioner or by any person the Registered Building Practitioner nominates and authorises to provide information to the VMIA as if each of the directors or partners of the Builder provided the information to the VMIA.
17. In making a request for DBI, the Builder and each of the directors and partners of the Builder declare and represent that:
 - a) The Builder is the builder named in the building contract for the building works for which DBI is requested.
 - b) At the date of making the request for DBI, the Builder is solvent and can meet all of its financial obligations as and when they fall due.
18. DBI provides cover to the owner of the building works undertaken by the Builder described in the Certificate of Insurance and the Builder is not insured by the DBI.
19. In making a request for DBI for the Builder, the Builder consents to the VMIA providing DBI that, in addition to cover provided to an owner in accordance with the Ministerial Order, also provides cover to the owner if the Builder fails to comply with a Tribunal or Court Order.

DBI DISTRIBUTOR

20. The VMIA has appointed DBI Distributors as its agent to assist Builders to make applications for DBI, to review the terms of eligibility for DBI, to make applications for DBI and to make application to amend or cancel DBI and to distribute Letters of Eligibility and DBI.
21. The Builder is required to use a DBI Distributor to make any application for eligibility for DBI or if it wishes to seek a review of its eligibility and to be a conduit for certain information between the Builder and the VMIA. The Builder may elect to use a DBI Distributor to make other applications on its behalf.
22. Where the Builder provides any information to a DBI Distributor, it is acknowledged that the DBI Distributor is receiving the information as agent for the VMIA, and these terms and conditions apply as if the Builder was providing that information direct to the VMIA.

RECOVERY

23. The Builder and each of the directors and partners of the Builder, in their personal capacity and, where relevant, as agent for the Builder, shall be jointly and severally liable for and reimburse the VMIA, any amount that the VMIA pays in respect of a claim under DBI covering works undertaken by the Builder.
24. The VMIA is also entitled to be subrogated to the rights of the owner and can bring a claim against the Builder in the name of the owner or in its own name to recover any amounts that it has paid in respect of a claim under a DBI policy covering works undertaken by the Builder.
25. In addition to any other rights of recovery against the Builder the VMIA may have, the VMIA may also recover from the Builder and each of the directors and partners of the Builder who are jointly and severally liable for, any amount the VMIA pays under DBI covering works undertaken by the Builder, if the Builder has failed to comply with any duty of good faith; failed to comply with any duty of disclosure; made misrepresentations to the VMIA; failed to comply with a provision or requirement of the policy; by act or omission prejudiced VMIA's interests; and/ or failed to pay the policy premium.

PRIVACY

26. VMIA has a privacy policy which explains what sort of personal information it holds about the Builder and directors and partners of the Builder and what it does with it.
27. The VMIA is committed to safeguarding the Builder's privacy and the directors and partners of the Builder's privacy and the confidentiality of the Builder's personal information and the directors and partners of the Builder's personal information. The VMIA will only collect personal information from and about the Builder and the directors and partners of the Builder which is relevant to processing and assessing applications made by or on behalf of the Builder, administering any DBI which is issued, including any claims under such policies, and any recoveries and use it in a way that they would expect.
The personal information collected may include personal details, construction details, financial information and arrangements. Without this personal information VMIA may not be able to process a request for DBI or provide DBI. By providing personal information to the VMIA, the Builder and the directors and partners of the Builder consent to:
 - (i) the VMIA disclosing the Builder's personal information and the directors and partners of the Builder's personal information and any other information provided by the Builder or directors and partners of the Builder including but not limited to any information contained in any application for eligibility for DBI or application for DBI or in relation to any claims or recoveries in relation to DBI including the Builder's and the directors and partners of the Builder's claims and credit history to or obtaining such information from:
 - other insurers, insurance intermediaries; DBI Distributors; insurance reference bureaux; credit reference agencies; VMIA's advisers; the Victorian Building Authority, building surveyors, and other authorities, entities or persons established or authorised to regulate or report on the building industry or on building works undertaken or to be undertaken by the Builder; those involved in the claims handling process (including assessors and investigators); those involved in any way in connection with building work insured under any DBI; the owners of any building work undertaken by the Builder which is insured by the VMIA (which may include any successor in title to the owner for whom the work was undertaken); family members or agents authorised by me or the Builder; organisations which conduct customer service surveys on the VMIA's behalf; people making enquiries as to whether the Builder is eligible for DBI and people making enquiries for details of any DBI issued in respect of a nominated property; for the purpose of assisting the VMIA and them in providing relevant reporting, regulation, services and products, or for the purposes of litigation;
 - (ii) the VMIA disclosing the following personal and/ or other information to any person:
 - DBI policy number; date of certificate of insurance; address of building site; name of Builder; whether a claim has been made; and the amount of any indemnity remaining under the DBI policy limits.
28. The Builder and the directors and partners of the Builder can request access to the personal information the VMIA holds about the Builder or the directors or partners of the Builder by contacting the VMIA.
29. Further information about the VMIA's Privacy Policy is available at the website www.vmia.vic.gov.au

GENERAL

30. A reference to the directors or partners of the Builder in these terms and conditions is only relevant if the Builder is a company or a partnership.
31. These terms and conditions are subject to the law of Victoria.

SECTION 10. DECLARATION



IMPORTANT

Each Registered Building Practitioner/Partner/Director must sign a declaration. Please ensure additional pages are printed and signed as required.

I acknowledge that:

- Upon issue of an individual domestic building insurance policy, it is the building owner who is insured under the policy and not the Builder.
- No certificates of insurance/insurance policies will be issued until this application has been accepted by VMIA and a 'Letter of Eligibility' has been issued.
- VMIA reserves the right to revoke at any time eligibility granted to the Builder to purchase domestic building insurance.
- For certificates of insurance issued on or after 1 July 2015, in addition to cover provided in accordance with the Ministerial Order, the owner is also entitled to make a claim if the Builder fails to comply with a Tribunal or Court Order.

I agree that:

- If any of the information disclosed in this application materially changes, I will notify VMIA immediately.
- In my personal capacity and, where relevant, as agent for the Builder that I, and where relevant, the Builder shall reimburse the VMIA any amount that it pays in respect of a claim, and the VMIA is entitled to be subrogated to the rights of the owner and can bring a claim against the Builder in the name of the owner or in its own name to recover any amounts that it has paid in respect to the claim.
- The Builder nominates the DBI Distributor named on page 1 of this application to be its DBI Distributor.

I declare that:

- I have read and understood the 'Terms and Conditions' and 'Declaration' sections in this form and I agree to the Terms and Conditions.
- The Builder is currently solvent and can meet all of its financial obligations as and when they fall due.
- **All information given in this application and any attachments is complete, true and correct.**



_____	_____	____/____/____
SIGNATURE OF REGISTERED BUILDING PRACTITIONER	NAME	DATE



_____	_____	____/____/____
SIGNATURE OF DIRECTOR/PARTNER	NAME	DATE



_____	_____	____/____/____
SIGNATURE OF DIRECTOR/PARTNER	NAME	DATE



_____	_____	____/____/____
SIGNATURE OF DIRECTOR/PARTNER	NAME	DATE

Where to send this form

EMAIL dbi@bric.com.au

POST Bovill Risk & Insurance Consultants Pty Ltd, Suite 14, 71 Victoria Crescent, Abbotsford VIC 3067