

Surety bond application form.

1 Applicant details

Contractor name	Company number
.....
Business address	
	Postcode
Contact name	Title
.....
Telephone	Email
.....

2 Bonds required

2.1 Is there an existing QBE facility? Yes No

Facility limit	£	Presently drawn to	£
		Period (dates inclusive)	
Bond type	Value*	From	To
Bid/tender	£
Performance	£
Maintenance	£
Retention	£
Advance payment	£
Other	£
*Currency of bond/s (if other than GBP)		



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2.2 Value of all outstanding bonds/bank guarantees

Bank guarantees £ Insurance bonds £

2.3 QBE Surety office use only

Checked/authorised by
.....

3 Contract details

3.1 Full description of contract

3.2 Location of contract

3.3 Total value of contract £ Bond amount £

Contract number Currency
.....

3.4 Contract dates

Start	Completion	Practical completion date	Final completion date
<input type="text" value=" / /"/>			

3.5 Post-completion maintenance (latent defects) period (please state years and months)

.....
Is the maintenance/latent defects period to be covered under this bond? **Yes** **No**

3.6 Bond release event

3.7 Will the company assume any design exposure/liability for this contract? **Yes** **No**

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3.8 Name of contract principal/beneficiary

Company number

.....

.....

Address

Postcode

Name of client's representative/project manager

Contact name

.....

.....

Address

Postcode

Telephone

Email

.....

.....

3.9 Has the company undertaken previous contracts for this client?

Yes No

3.10 Has the company undertaken a contract of this type before?

Yes No

3.11 Will the role be that of Head or Subcontractor?

Percentage to
be subcontracted

..... %

3.12 Has the bond wording been specified?

Yes No

If 'yes', please provide a copy of the proposed bond wording

Form of contract (eg. JCT, etc.)

.....

3.13 Are force majeure risks excluded risks under the contract?

Yes No

3.14 Are nuclear risks excluded risks under the contract?

Yes No

3.15 Does the contract include the following clauses?

a) Force majeure

Yes No

b) Arbitration

Yes No

c) Other penalty

Yes No

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3.16 Terms of payment (including details of any retentions)

3.17 Please give details of any liquidated damages

4 Schedule of contracts in progress

4.1 Employer

.....
Contract description

.....
Location

Contract price	Value of work certified	Start date	Expected completion date	Maintenance period
£	£	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>

Comments (including any over-runs or disputes)

4.2 Employer

.....
Contract description

.....
Location

Contract price	Value of work certified	Start date	Expected completion date	Maintenance period
£	£	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>

Comments (including any over-runs or disputes)

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4.3 Employer

.....

Contract description

.....

Location

.....

Contract price	Value of work certified	Start date	Expected completion date	Maintenance period
£	£	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>

Comments (including any over-runs or disputes)

4.4 Employer

.....

Contract description

.....

Location

.....

Contract price	Value of work certified	Start date	Expected completion date	Maintenance period
£	£	<input type="text" value="/ /"/>	<input type="text" value="/ /"/>

Comments (including over-runs, disputes or requests to backdate bonds prior to the bond application or issue date)

5 The duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

5.1 Remedies for breach of the duty of fair presentation – proposing for this insurance

If you or anyone acting on your behalf breaches your duty of fair presentation then the Company's remedies shall be as follows:

- a) if such breach is deliberate or reckless, the Company may:
 - i) treat this policy as having been terminated from its inception; and
 - ii) retain the premium;
- b) if such breach is not deliberate or reckless and the Company would not have entered into this policy but for the breach, the Company may by notice to you treat this policy as having been terminated from its inception in which case the Company shall return the premium; and
- c) in all other cases if, but for the said breach, the Company would have entered into this policy but:
 - i) on different terms (other than terms relating to the premium), the Company may require that this policy is treated as if it had been entered into on those different terms from the outset; or
 - ii) would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Company shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

5.2 Material changes during the policy period

You must notify the Company within thirty (30) days of any material change to you, your business or the risks insured if indemnity under this insurance is sought in relation to any such change.

The Company shall not indemnify you for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the Company has provided valid confirmation of cover, whether by an express term of this policy, endorsement, written confirmation or otherwise.

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6 Important notes

6.1 Document management

The Company may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. It is hereby agreed that an electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

6.2 Data privacy notice

Any personal data provided to the insurer will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at qbeeurope.com/privacy-policy/. Alternatively the insured may contact the insurer's Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

7 Signature and declaration

I/we declare this form contains every material circumstance of which I/we are aware following a reasonable search and that the information contained in this form (including all attachments, if applicable) is substantially correct.

I/we undertake to inform the insurer of any material alteration to the information contained in this proposal as may be necessary to comply with my/our duty of fair presentation as set out in the Insurance Act 2015.

If this proposal has been completed on my/our behalf, I/we agree the person is deemed to be my/our agent and not an agent for QBE Europe SA/NV and QBE UK Limited and that I/we have read the information provided before signing the form.

I/we confirm that I/we have read and understood the above Declaration and the Important Notes overleaf. I/we further declare that none of our customers are subsidiaries or associated companies of ours and that we have no interest, direct or indirect, in any of the customers.

Signature

.....

Company stamp or full name of company(s)

Name of signatory

Date

.....

Position in company

Email

.....

.....

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8 Broker/agent

Company name

.....

Address

Postcode

Contact name

Email

.....

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