

ELIGIBILITY APPLICATION FORM



Broker Contact Details

Please return forms and all relevant documents to:

Master Builders Insurance Services

PO Box 162,
Ashmore City, QLD 4214

email: warrantyassessment@mbqld.com.au

phone: 1300 13 13 24

Master Builders Insurance Services

A Division of Queensland Master Builders Association

ABN 96 641 989 386 AFS Licence 246834

PO Box 162, Ashmore City QLD 4214

Phone 1300 13 13 24

warrantyassessment@mbqld.com.au

masterbuilderswarranty.com.au

Domestic Building Insurance Eligibility Application Form for Builders

Eligibility with VMIA means that we have assessed you for eligibility and granted you the entitlement to apply for a VMIA Certificate of Insurance for individual building projects. A successful application for eligibility results in the builder being provided with a Letter of Eligibility. It's important to start the application process well before you intend to commence any residential building work – and to factor in the time eligibility can take into your timelines.

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.

Builder eligibility application process

Please note the following steps involved in seeking eligibility for DBI.



[Click here for a full list of our distributors and their contact details.](#)

Please note you can expediate this process by providing full and complete information and attachments. Circumstances that may result in delays include interview requirements; reference checks; site visits; additional review of adverse warranty history; missing or incomplete documentation; or time required for you to satisfy Terms and Conditions such as providing security.

Eligibility is subject to review on an ongoing basis.

If you require assistance with this form, please call your distributor. For a full list of defined terms used in this form, please see [VMIA domestic building insurance policy](#).

Nomination of Distributor

I am nominating _____ **Master Builders Insurance Brokers** _____ as my DBI Distributor.

Checklist

Before you submit this form, please ensure that all Registered Building Practitioners/Partners/Directors have:

Fully completed the application form.

Read and signed the declarations at the end of the application form.

Attached a copy of current Domestic Building letter (LOE) with another insurer (if applicable).

Attached 12 months projections and WIP (if applicable) in excel format only.

Attached bank statements for all directors/company including transaction listing for last 90 days.

Fully completed a 'Statement of Personal Assets and Liabilities' (including evidence of property ownership) (required for all registered Building practitioners/partners/directors for the builder).

Understood that if any information you provided to VMIA changes or is likely to change, you must notify VMIA within 5 business days of becoming aware of such change.

Attached any relevant supporting documents.

Additional checklist for Sole Traders/Partnerships

Profit and loss statements, balance sheets, tax returns and other financial information, including trading accounts for the last two financial years (a copy of the full tax returns 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 two financial years (companies). These must be signed by the directors and external accountant 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 is required (internally prepared accounts are acceptable providing they are signed by the directors/partners or external accountant as being true and correct).

Cash Flow Forecasts, Budgets, Business Plans and/or confirmation of financing arrangements, if required at VMIA's absolute discretion.

Additional checklist for Group Structures

If the builder 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.

SECTION 1. BUILDER INFORMATION

Legal entity type

Sole Trader Partnership Company

Legal entity name

ABN

ACN

Sole Trader or Partnership: The ABN provided cannot be associated with a Trustee Company.

Business address

Street Number and Name Street Type

Suburb State Postcode

Business email

Business mailing address

Is the mailing address the same as the business address?

Yes No – complete below

Street Number and Name Street Type

Suburb State Postcode

Builder – Taxation status

The builder is up to date with all of its tax obligations, including the lodgment of tax returns, BAS statements, payroll tax, superannuation contributions etc (if applicable)

The builder has entered into, or is proposing to enter into, a payment arrangement with the ATO – attach further information detailing payment arrangement/s, including circumstances leading to entry into payment arrangement, commencement date, anticipated completion date etc

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).

Builder Accountant Details

Firm/Company Name

Contact Details – Name

Phone Mobile

Email

CONTINUE TO SECTION 2. REGISTERED BUILDING PRACTITIONER/PARTNER/DIRECTOR DETAILS

SECTION 2. REGISTERED BUILDING PRACTITIONER/PARTNER/DIRECTOR DETAILS

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 Number and 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.**

Director Identification Number (DIN)

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

Partner/Director – Taxation status

The Partner/Director is up to date with all of its tax obligations, including the lodgment of tax returns, BAS statements, payroll tax, superannuation contributions etc (if applicable)

The Partner/Director has entered into, or is proposing to enter into, a payment arrangement with the ATO – attach further information detailing payment arrangement/s, including circumstances leading to entry into payment arrangement, commencement date, anticipated completion date etc

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

 This section must be completed for each additional Partner/Director of the Builder (including Partner/Directors that are not a RBP).

Registered Building Practitioner/Partner/Director 2

Select all that apply

RBP

Partner

Director

Personal information

First Name

Last Name

Street Number and Name

Street Type

Suburb

State

Postcode

Phone

Mobile

Email

Registered Business Practitioner registration status

Is not registered/does not intend to get registered – go to section 4

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

Partner/Director 2 – Taxation status

I am up to date with all of my tax obligations, including the lodgment of tax returns, BAS statements, payroll tax, superannuation contributions etc (if applicable)

I have entered into, or am proposing to enter into, a payment arrangement with the ATO – attach further information outlining details of agreed payment arrangement/s, including circumstances leading to entry into payment arrangement, commencement date, anticipated completion date etc

 By submitting this DBI application, you consent to VMIA contacting your accountant, to verify and/or clarify any financial information you provided to VMIA in this application.

Please copy and attach additional pages of section 3 as required.

CONTINUE TO SECTION 4. HISTORY AND BACKGROUND

SECTION 4 – HISTORY AND BACKGROUND

This page needs to be completed by all Registered Building Practitioners / Directors / Partners¹

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

- | | | |
|----|-----|---|
| No | Yes | Ever been involved in any business placed into external administration, liquidation, and receivership or entered into a scheme of arrangement (formal or informal)? |
| No | Yes | Ever been declared bankrupt, or ever entered into a scheme of arrangement, composition debt agreement or a personal insolvency agreement under the Bankruptcy Act? |
| No | Yes | Or any business in which you have been involved, been a party to any legal proceedings or been convicted of any criminal offences within the last 10 years? |
| No | Yes | Been found guilty or had a pending disciplinary proceeding by any tribunal, board, commission or authority in relation to building work? |
| No | Yes | 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? |
| No | Yes | Or any business in which you have been involved in, ever been declined domestic building insurance or eligibility for domestic building insurance? |

 If you have answered yes to any of the above, please provide details and copies of all relevant documents.

CONTINUE TO SECTION 5. MAXIMUM ANNUAL CONSTRUCTION LIMITS SOUGHT

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Total value of works requiring Domestic Building Insurance \$

The following information will be used by VMIA to determine Domestic Building Insurance eligibility, construction and category limits. Please ensure the categories align with Victorian Building Authority registration class/categories sought or obtained.

Please ensure the categories align with the 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 (e.g. 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

CONTINUE TO SECTION 7. STATEMENT OF PERSONAL ASSETS AND LIABILITIES.

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This section must be completed individually by each Registered Building Practitioner and Director/Partner of the Builder

First name			Last name			
Assets			Value	Liabilities		Amount
Property						
Principal residence address:			\$	Mortgage loan with:		\$
Other property addresses:			\$	Mortgage loan with:		\$
			\$			\$
			\$			\$
Motor Vehicles						
Year	Make	Model		Vehicle finance with:		
			\$			\$
			\$			\$
Investments						
			\$			\$
			\$			\$
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. TERMS AND CONDITIONS OF DBI COVER

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These terms and conditions are subject to the laws of Victoria.

1. Any DBI cover provided by VMIA to the builder is subject to, and conditional on, compliance by the builder and each registered building practitioner/director/partner of the builder (collectively and individually “you”) with, these Terms and Conditions, which may be varied by VMIA from time to time in its absolute discretion by notice in writing to the builder.
2. In addition to these Terms and Conditions, VMIA reserves the right (at its absolute discretion) to issue:
 - a. Project Specific Terms and Conditions for any building work to be undertaken by the builder considered to pose a higher risk to VMIA; and/or
 - b. Special Terms and Conditions to the builder if VMIA (in its absolute discretion) considers the builder poses a higher risk to VMIA for any reason, in which case these Terms and Conditions, the Project Specific Terms and the Special Terms and Conditions (as the case may be) collectively will form the underwriting terms and conditions on which DBI cover is issued by VMIA to the builder for that building work.
3. If VMIA determines to issue Project Specific Terms and Conditions and/or Special Terms and Conditions to the builder at any time pursuant to clause 2 of these Terms and Conditions, those Project Specific Terms and Conditions and/or Special Terms and Conditions (as the case may be) are non-negotiable and the builder must accept and return the signed Project Specific Terms and Conditions and/or Special Terms and Conditions to VMIA within 30 days from the date of issue. If the builder fails to comply with its obligations under this clause, VMIA’s offer to issue DBI cover to the builder or to issue DBI for the building work in question is automatically and immediately revoked and VMIA shall be entitled to cancel the builder’s DBI eligibility immediately without further notice to the builder.

INFORMATION PROVIDED TO VMIA

4. VMIA has the right, at all times, in its absolute discretion, to seek additional information from the builder and all other parties, entities or persons involved in, or proposed to be involved in, the building work which is the subject of an application for eligibility or DBI. This includes, but is not limited to:
 - a. The right to inspect the building work being undertaken at the site by the builder at any time and to document and record such inspection/s and the builder must ensure VMIA is given access to the site for this purpose.
 - b. The right to request any information, document or report relating to the building work and its progress from the relevant building surveyor or any other building practitioner involved in the building work.
 - c. Evidence of supervision of the building work by the registered building practitioner and copies of any and all other insurances, quality assurance and defect rectification programs in place for the building work.
 - d. Where the builder is applying for DBI to cover a take over of building work commenced by another builder at a site or has been engaged to carry out building work at a site where initial stages of construction have been completed by another building practitioner, the right to inspect, document and record the stage and state of existing building work at the site as a precondition to deciding whether to issue DBI. The builder must grant VMIA access to the site for this purpose and must not carry out any building work at the site until VMIA has completed such an inspection and/or waived its right to do so.
5. VMIA has the right at any time, in its absolute discretion, to decline, vary, amend or cancel any request for DBI eligibility or DBI.
6. When making a request for eligibility or DBI, all information provided by or on behalf of the builder must be true, correct and complete.
7. If any of the information provided by or on behalf of the builder when making a request for eligibility or DBI is not true, correct or complete, VMIA may refer the matter to the Victorian Building Authority (or its successors) to enquire into the conduct of the builder and/ or the registered building practitioners associated with the builder.

CHANGE OF CIRCUMSTANCES

8. You must notify VMIA immediately (within 5 business days) if there is any change to any information or matter of a material nature that:
 - a. could significantly affect the financial position of the builder or a director or partner of the builder.
 - b. 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.

This includes but is not limited to the following circumstances:

- a. the builder’s business structure changes.
- b. a director/partner/registered building practitioner of the builder changes.
- c. the builder becomes aware of any circumstance that may give rise to a claim against the builder/director/partner in respect of any

- domestic building work, including a referral to Domestic Building Disputes Resolution Victoria, an application to VCAT or a court.
- d. the builder/director/partner's building registration is cancelled, suspended or varied.
 - e. the Victorian Building Authority commences any disciplinary action against the builder/directors/partners or if the builder/directors/partners give any undertaking to the Victorian Building Authority.
 - f. 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 work or is ordered to rectify any building work.
 - g. the builder or any business in which a director or partner of the builder is or has been involved is disciplined by any regulatory authority in relation to building work which the builder or that business has undertaken.
 - h. the builder or any director or partner of the builder is provided with eligibility for DBI or provided with DBI by another insurer.

ELIGIBILITY

9. Any Letter of Eligibility issued by 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 VMIA is evidence that DBI has been issued to cover particular building work.
10. 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, VMIA may advise the relevant regulatory authorities accordingly.
11. 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 the builder is refused DBI or ceases to be eligible to renew or procure DBI from VMIA or, in respect of domestic building work performed prior to the commencement of the builder's DBI eligibility with VMIA, fails to purchase or maintain the required DBI (if VMIA is aware of that failure) or settles or fails to settle any claim under such a DBI policy by agreement or otherwise.
12. 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 VMIA to review its eligibility.

REQUESTS FOR DBI

13. The Registered Building Practitioner (or where there is more than one Building Practitioner associated with the builder, the first Registered Building Practitioner named in 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 VMIA agrees).
14. If the builder is granted DBI eligibility by VMIA, the Registered Building Practitioner will be granted access to VMIA's online platform. The Registered Building Practitioner must not share his/her logon details and password with anybody, as all activity carried out on VMIA's online platform under the relevant logon details will be deemed to be the acts of the Registered Building Practitioner. If the Registered Building Practitioner wishes to nominate another person to lodge DBI related applications on behalf of the builder, a request must be made to VMIA in writing for that person to be issued with separate logon details and password.
15. 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 work 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.
16. DBI provides cover to the owner on whose behalf the building work is undertaken by the builder described in the Certificate of Insurance and the builder is not covered by DBI.
17. In applying for DBI cover for building work, the builder consents to VMIA providing DBI that, in addition to the mandatory cover required to be provided to an owner under the Ministerial Order, also provides cover to the owner if the builder fails to comply with a Tribunal or Court Order in favour of the owner made against the builder.

DBI DISTRIBUTOR

18. VMIA has appointed DBI distributors as its agent to assist builders to apply for DBI eligibility, a review of the builder's DBI eligibility or to apply to amend or cancel DBI and to distribute Letters of Eligibility and DBI Certificates.
19. The builder is required to use a DBI distributor to apply for DBI eligibility or if it wishes to seek a review of its DBI eligibility and as a conduit for the exchange of information between the builder and VMIA. The builder may elect to use a DBI distributor to make other applications on its behalf.
20. Where the builder provides any information to a DBI distributor, it is acknowledged that the DBI distributor is receiving the information as agent for VMIA, and these terms and conditions apply as if the builder was providing that information direct to VMIA.

RECOVERY

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 (separately) liable for and must reimburse VMIA, any amount that VMIA pays in respect of a claim under DBI covering works undertaken by the builder. VMIA may also recover from the builder/directors/partners any amount VMIA pays under DBI covering works undertaken by the builder if the builder has failed to comply with the terms and conditions of this document or failed to disclose relevant information.

21. 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 (separately) liable for and must reimburse VMIA, any amount that VMIA pays in respect of a claim under DBI covering works undertaken by the builder.
22. Any request for payment made by VMIA under clause 30 of these Terms and Conditions shall be evidence of the amount claimed being immediately due and payable by you to VMIA and you shall not be entitled to resist any such demand for payment by disputing either VMIA's acceptance of liability for an item claimed or the amount paid by VMIA in relation to a claim under the DBI policy.
23. VMIA is also entitled to be subrogated to the rights of the owner (recoup costs from) 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.
24. Where the builder has engaged an agent, contractor or subcontractor to carry out any part of the building work covered by DBI for which a claim is paid under a DBI policy, the builder must do all things requested by VMIA to assign its rights to recover against such agent, contractor or subcontractor and their insurer.
25. In addition to any other rights of recovery against the builder VMIA may have, VMIA may also recover from the builder and each of the directors and partners of the builder who are jointly and severally (separately) liable for, any amount 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 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. View VMIA's privacy policy [here](#). You can request access to your personal information held by VMIA by contacting VMIA.
27. VMIA is committed to safeguarding your privacy and the confidentiality of your personal information. VMIA will only collect personal information from you which is relevant to processing and assessing DBI applications, recovering amounts paid by VMIA for any claim or any other losses or damages incurred by VMIA and to advance the consumer protection interests underpinning the DBI legislative framework.
28. By providing personal information to VMIA, you consent to:
 - a. VMIA disclosing your personal information and any other information provided by you, including, but not limited to, any information contained in any application for DBI, relating to a claim or recovery action by VMIA against you and your credit history to, or obtaining such information from:
 - i. other insurers, insurance intermediaries; DBI distributors; insurance reference bureaux; credit reference agencies; VMIA's advisers or contractors; 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) and those involved in any other way.
 - ii. in connection with building work insured under any DBI policy; the owners of any building work undertaken by the builder which is insured by VMIA (which may include any successor in title to the owner for whom the work was undertaken or any prospective purchaser); family members or agents authorised by you; organisations which conduct customer service surveys on 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 and/or claims made under that policy and amounts paid by VMIA under that policy; for the purpose of assisting VMIA and any of the other parties mentioned in this subclause in providing relevant reporting, regulation, services and products, or for the purposes of litigation.
 - b. VMIA disclosing the following personal and/or other information to any person: DBI policy number; date of issue of the certificate of insurance; any information listed on the DBI certificate issued by VMIA or its agent, including the address of the building site; name of the builder, cost of building work and name of the owner for whom the work was done; whether a claim has been made under the DBI and if so, the number of claims made; and the amount of any indemnity remaining under the DBI policy limit (if any).

CONTINUE TO SECTION 9. STATUTORY DECLARATION

