

# Proposal Form

## General and Products Liability Insurance



### IMPORTANT NOTICE

Please read the following before proceeding to complete this proposal form

#### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- a) reduces the risk we insure you for;
- b) is common knowledge;
- c) we know or should know as an insurance company; or
- d) we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us something you are required to, we may cancel your policy or reduce the amount we shall indemnify you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed.

#### When Completing this Proposal Form

- Any references throughout this Proposal Form to “you” or “your” are to be read as references to “the Applicant”.
- Please answer all questions giving full and complete answers.
- It is the duty of the Applicant to provide all information that is requested in the Proposal Form as well as to add additional relevant facts. A relevant fact is a known fact and/or circumstance that may influence in the evaluation of the risk by the Insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your Broker.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.
- The Proposal Form must be completed, signed and dated by a person who must be of legal capacity and authorised for the purpose of requesting this insurance for the organisation who acts as the Applicant.

#### Privacy Collection Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (0)2 9248 6300), email ([reception@dualaustralia.com.au](mailto:reception@dualaustralia.com.au)) or by visiting our website ([www.dualaustralia.com.au](http://www.dualaustralia.com.au)).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

## Section 1 | Details of Applicant

1. Insured Entity Type (please select):

- Sole Trader
  Unlisted Limited Company
  Trust  
 Partnership
  Not for profit / Association
  Public Listed Company  
 Private Company (Pty Ltd)

2. Insured Name: \_\_\_\_\_

3. Trading Name (if applicable): \_\_\_\_\_

4. ABN/ACN: \_\_\_\_\_

5. Insured's Registered Address:

(Place where business is registered/place of incorporation.)

\_\_\_\_\_

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

6. Insured's Website Address: \_\_\_\_\_

Insured does not have a website

7. Occupation / Business Description:

Please provide a detailed description of all business activities including the activities of any related entities.

\_\_\_\_\_

\_\_\_\_\_

8. Period of Insurance: From: \_\_\_\_\_ 4pm local standard time to: \_\_\_\_\_ 4pm local standard time

9. Limit of Indemnity: \$ \_\_\_\_\_

10. a. Annual Revenue / Turnover for the last 12 months: (AUD) \$ \_\_\_\_\_

If new or trading less than 12 months, please estimate annual revenue / turnover for next 12 months.

b. Estimated Annual Revenue / Turnover for the next 12 months: (AUD) \$ \_\_\_\_\_

11. Staff Size: \_\_\_\_\_

Include all principals, partners, directors, and employees (full time, part time and casual staff, interns and volunteers).

### Stamp Duty and GST

12. Is the Insured domiciled in Australia with no subsidiaries outside Australia or New Zealand? Yes  No

a. If NO, Is the Insured domiciled in Australia? Yes  No

## b. If NO, Where are the Insured's overseas subsidiaries?

Please specify below in which countries the Insured's subsidiaries are located and indicate the percentage of total revenue derived.

Country	Revenue %
	%
	%
	%

## 13. In respect of gross fees/revenue for the last financial year, please provide a breakdown by State:

NSW %	QLD %	VIC %	TAS %	SA %	WA %	NT %	ACT %	O/S %	Total
									<b>100%</b>

If the Insured has declared Overseas Turnover, please complete the below table:

Countries	Percentage of Total Turnover (%)	Activities

14. Is the Insured exempt from GST? Yes [  ]      No [  ]

15. Is the Insured exempt from Stamp Duty? Yes [  ]      No [  ]

a. **NSW Small Business Exemption** Yes [  ]      No [  ]

I declare that the insured is a small business and qualifies for the NSW small business stamp duty exemption in relation to this policy. I have obtained a signed declaration from the insured in accordance with the requirements of Revenue NSW and I will provide the signed declaration to DUAL on binding or upon request.

b. **Other Exemption** Yes [  ]      No [  ]

I declare that the insured relying on a stamp duty exemption in relation to this policy in all States and Territories. I have obtained a copy of the exemption certificate(s) or declaration(s) and I will provide a copy to DUAL on binding or upon request.

## Section 2 | General Liability Questions

### Property in Care, Custody or Control

1. Do you require cover for property damage in your care, custody or control? Yes [  ]      No [  ]

Note: Cover is limited to the standard \$250,000 sub-limit unless we have agreed in writing to a higher limit.

If YES, please provide details of the property and the total value of the property:

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## Details of Premises

2. Details of premises occupied for the purpose of conducting the business (including overseas locations):

Location	Occupied As	Age	Owned or Leased

## Estimated Payroll

3. Estimated Annual Payroll (including earnings of Principals, Directors and Partners):

Location	Payroll	Number of staff
Management, clerical and sales	\$	
Manufacturing	\$	
Work away from premises	\$	
Other (Please specify): _____	\$	
<b>Total</b>		

## Contractor, Subcontractor and/or Labour Hire

4. If you engage contractors, subcontractors and/or other labour hire, please describe the nature of work performed and confirm if they work under your direct supervision or control.

Type	Nature of Work	Number of People	Actual for the last 12 months	Estimate for the next 12 months
Contractors				
Subcontractors				
Labour Hire				

5. Do you require all contractor(s)/sub contractor(s) to provide evidence prior to undertaking any work for you or on your behalf of holding Public and Products Liability and Workers Compensation? Please confirm the limit.

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6. Do you on hire labour internally? Yes [ ] No [ ]

Internal labour hire is when one entity on-hires employees and/or contractors to a related entity. If YES, please provide full details including entities involved, nature of work undertaken and estimated annual wages.

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### Estimated Turnover

7. Please provide your turnover split by major Business activity or product (where the Business is conducted in more than one State, we need your turnover to be declared by State).

Business activity or product	State	Actual for the last 12 months	Estimate for the next 12 months

8. Location split of next year estimated turnover:

NSW %	QLD %	VIC %	TAS %	SA %	WA %	NT %	ACT %	O/S %	Total
									<b>100%</b>

9. Location split of current year actual turnover:

NSW %	QLD %	VIC %	TAS %	SA %	WA %	NT %	ACT %	O/S %	Total
									<b>100%</b>

10. If you import any products into Australia, please provide the details of the Products, their origin and percentage of turnover (attach information if insufficient space).

Details of product	Origin/Country	Actual for the last 12 months	Estimate for the next 12 months

11. If you export any products from Australia, please provide the details of the Products, their destination and percentage of turnover (attach information if insufficient space).

Details of product	Origin/Country	Actual for the last 12 months	Estimate for the next 12 months

12. Do you have formalised quality control processes? Yes [ ] No [ ]

If YES, please provide details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. Do you have any AS/ISO Certifications? Yes [ ] No [ ]

If YES, please provide details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14. Do you perform independent testing on all imported products? Yes [ ] No [ ]

15. Do you undertake, or do others undertake on your behalf, any welding or other hotworks? Yes [ ] No [ ]

If YES, please detail type of work: \_\_\_\_\_

If YES, do you ensure that all welding or other hotworks are undertaken in full compliance with AS1674? Yes [ ] No [ ]

16. If you are involved in the production, preparation, packaging or handling of food, do you have HACCP certification? N/A [ ] Yes [ ] No [ ]

17. Do you have any involvement with Dangerous Goods or hazardous materials? Yes [ ] No [ ]

If YES, please provide details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

18. Please provide details if you undertake, or others undertake on your behalf, work on, in or around watercraft, aircraft, airports, rail infrastructure and equipment, oil and gas facilities, mines, power generation/transmission/distribution infrastructure or facilities or any other high hazard locations.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Professional Corporate Information and Design

19. What advice, design or specification do you provide to other parties? \_\_\_\_\_

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20. Is the advice, design or specification you provide to other parties charged for a separate fee? Yes [ ] No [ ]

If YES, please provide details of the precise nature of such advice or design service:

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21. Do you manufacture any products to the design and/or specification of others? Yes [ ] No [ ]

If YES, please provide details: \_\_\_\_\_

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22. Do you provide written reports to clients? Yes [ ] No [ ]

23. If YES, please provide details of the precise nature of such reports including any disclaimers and/or warranties in respect of such reports.

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## Accreditation and Risk Management

24. Do you have a formal Quality Assurance Plan or Program in place? Yes [ ] No [ ]

25. Do you carry any Quality Assurance/Control accreditation or certification? Yes [ ] No [ ]

If YES, please provide details: \_\_\_\_\_

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## Liability Assumed under Contract

26. Do you assume liability under contract or hold others harmless and/or agree to any waivers (other than lease liability) Yes [ ] No [ ]

If you have ever entered into an Agreement with another party, it may adversely affect your rights to recover under this policy if:

- You are assuming a greater liability than would apply had you not entered into that Agreement; or
- You are prevented from taking a recovery action for indemnity or contribution from that party.

Please provide full details of such contracts and scope of works for our review and assessment of acceptability for coverage.

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### Insurance History

27. Are you currently insured for Public and Products Liability, Professional Indemnity or Workers Compensation? Yes [ ] No [ ]

If YES, please provide details:

Policies	Expiry Date	Limit of Indemnity (\$)	Excess (\$)	Name of Insurer
Public and Products Liability				
Professional Indemnity				
Workers Compensation				

28. Has the proposed insured (or any subsidiary thereof) had a policy of insurance ever declined, refused or cancelled. Yes [ ] No [ ]

If YES, please attach detailed addendum.

29. Has the proposed insured (or any subsidiary thereof) had a policy of insurance voided or rescinded. Yes [ ] No [ ]

If YES, please attach detailed addendum.

### Prior Knowledge and Claims Experience

30. Has the proposed insured been subject to a claim over the past 5 years? Yes [ ] No [ ]

If YES, please attach detailed addendum. Please provide date, brief description and amount paid/settlement of incident.

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Please provide a copy of the current claims experience for this proceeding period on insurer letterhead.



31. After enquiry of all Partners, Principals, Directors, Officers, Trustees and Senior Managers:

a. Have there been any claim(s) made against the Insured or any loss or expense incurred\* which might fall within the terms of this insurance cover? Yes [ ] No [ ]

OR

b. Have any circumstances occurred which may give rise to a claim against the Insured or result in any loss or expense incurred\* which might fall within the terms of this insurance cover? Yes [ ] No [ ]

\*Incurred means any settlement made, legal fees, defence costs or reserved amounts

32. Have you (or any person or party comprising the Insured) ever:

- Been convicted of any criminal offence? Yes [ ] No [ ]
- Been liable for any civil offence or pecuniary penalties? Yes [ ] No [ ]
- Been declared bankrupt or involved in business which became insolvent or subject to any form of insolvency administration (e.g. liquidation, receivership or voluntary administration)? Yes [ ] No [ ]

If YES to any of the above, please provide full details including dates and the circumstances: \_\_\_\_\_

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### Section 3

### Declaration

#### **THIS SECTION IS COMPULSORY.**

The undersigned declares that the statement and particulars in this proposal form are true and that no material facts have been misstated or suppressed after enquiry. We agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, we will give immediate notice thereof. We agree that the insurers may use and disclose our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. The undersigned acknowledges that they have read this Proposal Form, including all Important Notices, as well as the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage. We agree that this proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

#### **TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR**

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Date: / /

**IT IS IMPORTANT THAT THE PERSON SIGNING THE DECLARATION ABOVE IS/ARE FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY**

**IF IN DOUBT PLEASE SPEAK WITH YOUR INSURANCE BROKER, AGENT OR ADVISOR, AS NON-DISCLOSURE OR MISS-REPRESENTATION IN THIS PROPOSAL MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY**

We recommend that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this proposal form and correspondence).

## IMPORTANT NOTICES

### Notification of Occurrences or Events, which may give rise to a Claim

If during the period of this Policy, you become aware of any occurrence which may give rise to a Claim under the Policy and during the period of insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this Policy whenever such Claim may actually be made.

All notifications of claims and circumstances should be addressed to:

The National Claims Manager

By Email: [claims@dualaustralia.com.au](mailto:claims@dualaustralia.com.au)

Or by mail to: GPO Box 7101 Sydney NSW 2001 Australia.

### Key Rating Factors

In determining the premium applicable to your Policy, several key rating factors are considered including your occupation, revenue, number of employees, payroll, period of time spent on site and your past claims history.

### Coverholder Facility

DUAL Australia is an authorised Lloyd's of London (Lloyd's) Coverholder and is acting as an agent of underwriters for this insurance. General Liability is underwritten by Certain Underwriters at Lloyd's.