



ASR

Underwriting
Agencies

Coverholder at **LLOYD'S**

Proposal Form

GENERAL PUBLIC & PRODUCTS LIABILITY INSURANCE

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's

IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM. This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number. It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal. Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

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, 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:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something: If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay 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 contract as if it never existed.

PRIVACY

We are committed to protecting your privacy. We use the information you provide to us to assist with your insurance needs. We provide your information to insurance underwriters, brokers and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to certain Underwriters at Lloyd's when we are seeking insurance terms from them, or to reinsurers who are located overseas. We also supply your information to the providers of our policy administration and underwriting systems that help us to maintain our products and services. You will be advised where those companies are located at the time any advice is given to you. We do not trade, rent or sell your information. If you do not provide us with full information, we cannot properly seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy by telephone to our Privacy Officer on 07 3442 3301 or visit our website www.asruw.com.au

EXCESS

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

YOUR LEGAL LIABILITY

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

WAIVER OF RIGHTS

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

RISK SURVEY

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

BROKER DETAILS

Broker Name		Contact Name	
Phone Number		Fax Number	
Email Address			

SECTION 1 - INSURANCE

Period of insurance	From	at 4pm local time		To	at 4pm local time	
Limit of liability required	<input type="checkbox"/> A\$5,000,000	<input type="checkbox"/> A\$10,000,000	<input type="checkbox"/> A\$20,000,000	<input type="checkbox"/> Other	\$	

SECTION 2 – DETAILS OF THE INSURED

Names of all entities to be insured							
ABN		GST Input Tax Credit % (if exempt, please provide exemption declaration)				%	
Contact details	Telephone number				Mobile number		
	Email address						
	Website address						
Address of principal office	Street address						
	Suburb		State		Postcode		
Address of other office(s)	Street address						
	Suburb		State		Postcode		
Address of other office(s)	Street address						
	Suburb		State		Postcode		
Are you the property owner only?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Are you the occupier only?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you the property owner and occupier?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Date business established or acquired			

SECTION 3 – BUSINESS DETAILS

Business description								
Turnover details	Estimated Turnover (next 12 months)			\$	Actual Turnover (last 12 months)			\$
Show percentage of work performed in each state:	NSW	%	ACT	%	QLD	%	WA	%
	VIC	%	TAS	%	SA	%	NT	%
Employee Details	Number of employees	Full time		Part time		Casual		
	Annual payroll						\$	
Do you employ any of the following		If yes, please advise activities					Estimated Annual Payments	
a. Contractors	<input type="checkbox"/> Yes <input type="checkbox"/> No						\$	
b. Sub contractors	<input type="checkbox"/> Yes <input type="checkbox"/> No						\$	
c. Labour hire personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No						\$	
If yes to any of the above, are they required to carry their own Public & Products liability and Workers Compensation insurance &/or Personal Accident & Sickness insurance?							<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, what duties are they engaged to perform?								
Is your product range stable or changing frequently?							<input type="checkbox"/> Stable <input type="checkbox"/> Changing	
Can you identify with certainty, the source of every item used in the manufacture of your products?							<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you directly import raw materials, components or finished goods? If yes, please advise countries and nature of goods.							<input type="checkbox"/> Yes <input type="checkbox"/> No	

Are any of your products used in:	Aircraft, watercraft, nuclear installations, electricity generating stations, computers, petro-chemical installations or process control equipment?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Prototypes, experimental or single production items?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details			
Do you undertake design work? If yes, please provide details.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there quality control procedures in place? If yes, please provide details.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you ISO accredited? If yes, please provide details.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are your products required to be manufactured in compliance with an Australian or any other government standard? If yes, please advise details.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you dispose of manufacturing waste and effluent? If yes, please advise how.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you own, operate or control any waste disposal area(s) or facilities? If yes, please advise details.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Product Details IMPORT	Do You IMPORT any of Your Products used or sold in connection with your Business? <i>(if yes, advise the following)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Product Description	Country of Manufacturer	Turnover Derived from Products Imported
			\$
			\$
			\$
			\$
			\$
Product Details EXPORT	Do You EXPORT any of Your Products used or sold in connection with your Business? <i>(if yes, advise the following)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Product Description	Country Products Exported to	Turnover Derived from Products Exported
			\$
			\$
			\$
			\$
			\$
Contractual Liability	Have you entered into any contract where You have agreed to contractual hold harmless clauses, indemnities, any waiver of subrogation or rights of recourse against any entity or third party?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please advise full details below and attach copies of all relevant contracts/agreement		
Do you undertake any of the following activities? <i>(please select)</i>	<input type="checkbox"/> Any work away from your premises		
	<input type="checkbox"/> Hot works (Welding / Cutting / Grinding etc.)		
	<input type="checkbox"/> Hazard Goods Handling, Storage or Waste Management		
If yes to any of the above activities, please advise full details			

INSURANCE HISTORY

Insurance History	In the past 10 years, have you ever claimed under a Public &/or Products Liability Policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, provide details or attach separate sheet if necessary	
Have you or any director / partner / manager of the business ever:	Had insurance declined or cancelled?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Been involved in any other business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Had an insurer refuse or not invite renewal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Had any special conditions imposed on a policy of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Had a special excess imposed on a policy of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Had a claim rejected under a policy of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Been declared bankrupt or placed into receivership or liquidation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Been charged with or convicted of a criminal offence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes to any of the above questions, please provide full details below:	

DECLARATION

By signing this application form: You hereby declare that:

- You have received, read and understood the policy wording, in particular your duty of disclosure and what is excluded
- You agree to be bound by the terms and conditions
- The disclosed information is true and correct
- You have not withheld or suppressed any information concerning the details in this application
- If there is more than one insured and all have not signed this application, you are authorised to sign for and on their behalf.

You consent to the use and disclosure of your personal information for the purposes shown in the Privacy section of our Policy Wording and our Privacy Statement; and

You confirm that if you have disclosed personal information about any insured person or any other person you have made them or will make them aware that you have provided their personal information to us and the types of third parties we may provide it to, the relevant purposes we and third parties will use it for, and how the Insured Person or other person can access it.

Authorised signatory		Dated	
Name of signatory		Position	

EMAIL FORM

PRINT FORM

RESET FORM

CANCELLATION CHARGES

If we are requested to cancel the policy, we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts

Within 1 month of inception:	25% of the quoted premium	Thereafter at terms to be agreed with underwriters
Within 2 months of inception:	20% of the quoted premium	
Within 3 months of inception:	15% of the quoted premium	