



Public & Products Liability Proposal Form – Demolition & Asbestos Liability

IMPORTANT NOTICES

Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

Reasonable Care

You must take reasonable precautions to prevent injury and/or damage to third party property, prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

Privacy Notice

We are bound by the Privacy Act and its associated National Privacy Principles when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

Sydney

Ph: 02 9950 4000
Fx: 02 9950 4001

Brisbane

Ph: 07 3369 9569

Perth

Ph: 08 9480 0405

Sterling Insurance Pty Limited

ABN: 12 084 296 168, AFSL: 237880

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PO Box 286, Nth Sydney NSW 2059

IMPORTANT NOTICES (Cont'd)

Claims Made Notice for Asbestos Liability, Statutory Liability & Errors & Omissions Extensions

The Asbestos Liability (when offered as a 'claims made' cover), Statutory Liability and Errors & Omissions extensions are 'claims made' covers. This means that these extensions cover you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

These extensions do not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, these extensions, by their terms, do not provide cover for claims made after the expiry of the period of insurance provided by the extensions.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the underwriter:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the period of insurance.

1. THE INSURED

a) Full name/s of proposed Insured including subsidiaries

Company Name(s)	A.B.N.	I.T.C.%
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b) Postal Address: _____

c) Please provide a full description of your business activities: _____

d) Are you a member of any professional association, body or society? YES / NO

If "YES", please provide full details. _____

e) Please state the number of years in continuous business: _____ years

f) Please state your website address: www._____

6. DETAILS OF YOUR BUSINESS ACTIVITIES

a) Please state your estimated gross annual turnover/income for each activity below.

	Gross Annual Turnover/Income	Fees to Contractors
Demolition – excluding Asbestos Liability for Removal	\$ _____	\$ _____
Strip-outs – excluding Asbestos Liability for Removal	\$ _____	\$ _____
Asbestos Liability for Asbestos Removal – excl Demolition	\$ _____	\$ _____
Excavation, earthmoving & digging – excluding Underground	\$ _____	\$ _____
Shoring &/or underpinning	\$ _____	\$ _____
Underground work	\$ _____	\$ _____
Salvage sales	\$ _____	\$ _____
Waste or landfill management/operation – excluding Asbestos	\$ _____	\$ _____
Asbestos Liability for waste/landfill operation handling Asbestos	\$ _____	\$ _____
Asbestos Liability for Sampling/Testing	\$ _____	\$ _____
Asbestos Liability for Working With &/or Making Safe Asbestos	\$ _____	\$ _____
Asbestos Liability for Property Owners	\$ _____	Not applicable
Other – please specify: _____	\$ _____	\$ _____
Total	\$ _____	_____

b) If you engage contractors for any Asbestos work (i.e. you have entered a figure for “Fees to Contractors” under any of the above activities noting “Asbestos Liability”):

- i. Do you enter into a contract with each and every contractor? YES / NO
- ii. Do all such contracts contain an indemnity &/or waiver of subrogation in your favour? YES / NO

If “YES” to ii., please attach a copy of your standard contract containing an indemnity &/or waiver of subrogation.

If “NO” to either i or ii., please explain the steps you take to mitigate asbestos-related injuries to the contractors:

c) Please state the percentage split of the type of Asbestos:

Non-Friable/Bonded – by your employees only: _____% Friable – by your employees only: _____%

Non-Friable/Bonded – by your contractors only: _____% Friable – by your contractors only: _____%

d) Do you hire out any employees to third parties on a labour-hire basis? YES / NO

If “YES”, please state your estimated gross annual turnover/income: \$ _____

Please state their activities: _____

e) Do you conduct business operations or activities:

- i. Overseas? YES / NO
- ii. Underground? YES / NO
- iii. Involving off-shore work platforms? YES / NO
- iv. Involving watercraft, aircraft, hovercraft, &/or rail equipment &/or within the rail corridor? YES / NO
- v. Involving welding? YES / NO
- vi. Involving blasting? YES / NO

If “YES”, please provide full details including the overseas locations, circumstances & type of work.

f) Do you manufacture, import, export, re-package &/or distribute any product? YES / NO

If "YES", please complete the following questions.

i. Please complete the following table.

Product Description	Your Role*	Total Annual Turnover	Origin (for imports)	Destination (for exports)
		\$		
		\$		
		\$		

* denotes (M) = Manufacture, (I) = Import, (E) = Export, (R) = Re-package, (D) = Distribute

ii. Do you modify products which you import, export, re-package or distribute? YES / NO

If "YES", please provide full details: _____

iii. For all products which you manufacture, can you with certainty identify the source of every item used in their manufacture? YES / NO

If "YES", please provide full details: _____

iv. Are any of your products used in aircraft, vehicles, watercraft, hovercraft or rail equipment, or at power stations, chemical/petrochemical plants, or mining/drilling sites? YES / NO

If "YES", please provide full details: _____

v. Do you manufacture any petrochemicals, industrial chemicals (including pesticides/fungicides), fertilizers, pharmaceuticals, or radioactive/asbestos material? YES / NO

If "YES", please provide full details: _____

vi. Do you have quality control procedures in place for all your products? YES / NO

If "YES", please provide full details for each product including any relevant industry codes or standards, testing frequency, who does the testing, & what records are kept.

vii. Have you ever recalled a product because of a potential safety hazard? YES / NO

If "YES", please full provide details: _____

7. CARE, CUSTODY AND CONTROL

a) What is the total value at all your locations of property owned by others in your care, custody or control? \$ _____

b) What is the maximum value of any one item? \$ _____

c) Please provide a brief description of the property: _____

d) Is this property covered by a material damage or any other policy of insurance? YES / NO

If "YES", please provide full details including the insurer, policy type, policy number & policy period.

8. POLLUTION

a) Do any of your trade processes produce toxic waste & other pollutants which have the potential to injure people or damage property or otherwise harm the environment? YES / NO

If "YES", please provide full details including quantities & how they are stored/handled.

b) Do you dispose all waste lawfully? YES / NO

c) Are you required to hold licenses with the EPA, Work Cover, or any other regulatory authority? YES / NO

If "YES", please provide full details: _____

d) Would you require this insurance to include Asbestos Liability? YES / NO

If "YES", please advise:

i. What year did you commence removing Asbestos? _____

ii. Do you currently have Asbestos Liability insurance? YES / NO

If "YES", please advise:

Insurer: _____ Expiry date: ____ / ____ / ____

Limit of Indemnity \$ _____ Deductible: \$ _____

Retroactive date (if applicable): ____ / ____ / ____

NOTE: Cover for Asbestos Liability insurance may be offered as an endorsement to the Policy on a "Claims Made" basis. Please refer to the "Important Notices" for details on "Claims Made" contracts.

9. PROFESSIONAL INDEMNITY EXPOSURE

Do you provide any advice, design or specification to third parties for:

i. a fee? YES / NO

ii. no fee? YES / NO

If "YES", please provide full details: _____

10. CONTRACTUAL LIABILITY

Do you assume liability under contract or hold others harmless (other than lease liability)? YES / NO

If "YES", please provide full details and attach copies of all applicable agreements (other than leases).

11. CLAIMS AND/OR LOSS EXPERIENCE

a) After investigation, are there any circumstances for which you in the past 7 years:

i. Were fined or required to pay a penalty? YES / NO

ii. Could be required to pay a fine or penalty? YES / NO

b) After investigation, have any Principals or staff members ever been subject to disciplinary proceedings for professional misconduct? YES / NO

If "YES" to 11. a) or 11. b), please provide full details. _____

c) After investigation, have there been any claims &/or uninsured losses, &/or circumstances of which could give rise to a claim?

YES / NO

If "YES", please complete the table below.

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity, & when it was reported)	If a claim, is it Open or Closed – circle one	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
___ / ___ / ___		Open or Closed	\$ _____	\$ _____
___ / ___ / ___		Open or Closed	\$ _____	\$ _____
___ / ___ / ___		Open or Closed	\$ _____	\$ _____

12. PREVIOUS INSURANCE & OTHER HISTORY

Have you ever had any:

- a) Insurance declined or cancelled? YES / NO
- b) Renewal refused? YES / NO
- c) Special conditions imposed on your insurance? YES / NO
- d) Increased excess imposed on your insurance? YES / NO
- e) Claims denied for this class of insurance? YES / NO
- f) Criminal charges &/or convictions? YES / NO
- g) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? YES / NO

If "YES" to any of the above, please provide full details. _____

13. DECLARATION

I/We

- a) declare that:
 - i. I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
 - ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
 - iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
 - iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- b) authorise the Underwriters to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
- c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy and not necessarily what I have elected on this Proposal.
- d) acknowledge that the underwriters & their agents reserve the right to decline this Proposal.

Proposer's Signature: _____

Date: ___ / ___ / ___

Proposer's Title: _____