



# Public & Products Liability Proposal Form – Mining & Energy Sector

## 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

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North Sydney NSW 2059  
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Ph: 02 9950 4000  
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### Sterling Insurance Pty Limited

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## IMPORTANT NOTICES (Cont'd)

### Claims Made Notice for the Statutory Liability Extension

The Statutory Liability extension is a 'claims made' cover. This means that the extension covers you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

This extension does 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, the extension, by its terms, does not provide cover for claims made after the expiry of the period of insurance provided by the extension.

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**

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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) Please state the number of years in continuous business: \_\_\_\_\_ years

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

If "YES", please provide full details. \_\_\_\_\_

f) Please state your website address: www. \_\_\_\_\_

**2. PERIOD OF INSURANCE**

From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at 4pm\*      To: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at 4pm\*      \* denotes Local Standard Time.

**3. LIMIT OF INDEMNITY**

- a) Public Liability (any one Occurrence) \$ \_\_\_\_\_
- b) Products Liability (in the aggregate for all Injury/Damage during the Period of Insurance) \$ \_\_\_\_\_
- c) Care, Custody & Control (any one Occurrence) \$ \_\_\_\_\_
- d) Do you require cover for Statutory Liability up to \$1 million? YES / NO

**4. DETAILS OF PREMISES**

Please provide details of premises occupied for the purpose of conducting your business.

Location	Occupied As	Owned or Leased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**5. ESTIMATED PAYROLL & CONTRACTOR FEES**

a) Please state your estimated annual payroll including the remuneration of Principals, Directors, & Partners

	Payroll	Staff Numbers
Management, Clerical and Sales	\$ _____	_____
Manufacturing	\$ _____	_____
Work away from your premises	\$ _____	_____
Contractors/subcontractors fees – material only	\$ _____	_____
Contractors/subcontractors fees – labour only	\$ _____	_____
Contractors/subcontractors fees – labour & material	\$ _____	_____
Other (please specify) _____	\$ _____	_____
<b>Total</b>	<b>\$ _____</b>	_____

b) Please state the activities of the contractors/subcontractors you engage: \_\_\_\_\_

- c) Do you always confirm the existence of Workers Compensation & Liability insurance policies for all contractors/subcontractors? YES / NO
- d) Are you always named as Principal on the Contractor’s Liability insurance policies? YES / NO



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

If "YES", please state:

i. Your estimated gross annual turnover/income for labour-hire only: \$ \_\_\_\_\_

ii. The aboveground activities: \_\_\_\_\_

iii. The underground activities: \_\_\_\_\_

e) Do you conduct business operations or activities:

i. Overseas? YES / NO

ii. Involving off-shore work platforms? YES / NO

iii. Involving watercraft, aircraft &/or hovercraft? YES / NO

iv. Handling waste in any way (including the storage, processing, or transport)? 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 "NO", please provide reasons: \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

v. Do you manufacturer 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. DETAILS OF THE MINE & ENERGY/POWER FACILITY**

- a) For contractors only, do you operate at a single or several locations? \_\_\_\_\_

**If you are a Mine Owner, Operator, or Manager, please answer questions b) to d).**

- b) Please state the type of mineral/s which are mined: \_\_\_\_\_

- c) Do all operations comply with the Australian Mining Industry standards? YES / NO

- d) Is there any blasting done on-site? YES / NO

If "YES", please answer the following:

- i. Is this done by contractors? YES / NO

- ii. What is the distance to nearest third party property? \_\_\_\_\_ klm

- iii. How often does blasting occur? \_\_\_\_\_

- iv. How are the explosives secured? \_\_\_\_\_

**If you work in the Energy/Power industry, please answer questions e) to f).**

- e) Do you work on premises (or own/manage facilities) which:

- i. Generate energy/power by coal? YES / NO

- ii. Generate energy/power by gas? YES / NO

- iii. Generate energy/power by hydro? YES / NO

- iv. Generate energy/power by solar? YES / NO

- v. Generate energy/power by wind? YES / NO

- vi. Generate energy/power by other means YES / NO

If "YES", please detail: \_\_\_\_\_

- vii. Distribute/transmit energy/power? YES / NO

If "YES", please state who is responsible for the maintenance & upkeep of the infrastructure.

- viii. Conduct Research & Development (i.e. R&D)? YES / NO

If "YES", please state the field and the type of R&D which is done: \_\_\_\_\_

- f) Are your operations compliant with all applicable all laws, regulations and industry standards? YES / NO

If "NO", please state why: \_\_\_\_\_

**8. 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.

**9. POLLUTION**

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- a) Are there any tailings dams or settling ponds for which you are responsible &/or on which you work? YES / NO  
If "YES", please provide:  
i. Full details of your responsibility &/or your activities: \_\_\_\_\_  
\_\_\_\_\_
- ii. A list of all the chemicals which are used: \_\_\_\_\_  
\_\_\_\_\_
- b) Do any of your trade processes produce toxic wastes & 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c) Are you required to hold EPA licenses? YES / NO  
If "YES", please provide full details: \_\_\_\_\_

**10. PROFESSIONAL INDEMNITY EXPOSURE**

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- a) 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: \_\_\_\_\_  
\_\_\_\_\_
- b) Do you require a quote for Professional Indemnity insurance? YES / NO  
i. If "YES", do you currently have Professional Indemnity insurance? YES / NO  
ii. If "YES", please advise the following details about your current policy:  
Insurer: \_\_\_\_\_ Expiry date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Limit of Indemnity \$ \_\_\_\_\_ Deductible: \$ \_\_\_\_\_  
Retroactive date (if applicable): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**NOTE:** We will review this proposal & where possible, provide indicative terms. A separate proposal form specifically for Professional Indemnity insurance must be completed before quoting and/or issuing cover.

**11. CONTRACTUAL LIABILITY**

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- 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).  
\_\_\_\_\_

**12. CLAIMS AND/OR LOSS EXPERIENCE**

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- 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  
If "YES", please provide full details. \_\_\_\_\_  
\_\_\_\_\_

- b) After investigation, have there been any claims and/or uninsured losses? YES / NO  
 If "YES", please complete the table below.

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

- c) After investigation, are there any circumstances of which you are aware which could give rise to a claim under the proposed insurance & which are not mentioned in 12. a) or 12. b)? YES / NO  
 If "YES", please provide full details. \_\_\_\_\_

**13. 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. \_\_\_\_\_

**14. 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.
- d) acknowledge that the underwriters & their agents reserve the right to decline this Proposal.

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_\_

Proposer's Title: \_\_\_\_\_