

about

# BROADFORM GENERAL & PRODUCTS LIABILITY



**IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL**

**Obtaining a Quotation**

To minimise delays in obtaining a quotation please provide complete answers to all questions in this proposal and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

**Your Duty of Disclosure**

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

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:  
 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.

**Non-disclosure (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.

**Defence Costs & Averaging Provision**

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, where applicable shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

**Claims Made and Notified Policy**

The cover provided under this policy may include insurance that operates on a 'Claims Made and Notified' basis. This means that the policy will only cover you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the period of expiry, the insurer is not relieved of liability under the insurance contract in respect of the claim, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

**Liability assumed by you under a contract or agreement**

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

### Subrogation Agreements

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

### Privacy

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principles. Our full privacy policy can be accessed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link 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 emailing to [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au)

### Consent

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

### Claims Conditions

#### Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in any event, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

[claims@aboutunderwriting.com.au](mailto:claims@aboutunderwriting.com.au)

Attention: Claims Manager

About Underwriting Pty Ltd

PO Box 16106

Collins Street West, Melbourne, VIC 8007

#### Summary

You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to have the conduct of any claim and may do so in your name.

The claims conditions are more fully described in the "claims conditions" sections of the accompanying policy.

**Complaints, Disputes or Feedback**

If you wish to make a complaint or provide feedback about our products or services, or a Privacy breach, you can contact us at [complaints@aboutunderwriting.com.au](mailto:complaints@aboutunderwriting.com.au) or [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au) Please refer to our complaints & disputes process detailed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 1603 Level 16, 1 Macquarie Place  
Sydney NSW 2000  
Telephone Number: (02) 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Complaints that cannot be resolved can be escalated to an independent dispute resolution body; Australian Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply. Contact details are:

Australian Financial Complaints Authority  
Phone: 1800 931 678  
Fax: (03) 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Internet: <https://www.afca.org.au>  
GPO Box 3, Melbourne, VIC 3001

## General and Products Liability Proposal

This Proposal is for General and Products Liability.

“You/your” in this Proposal means the “Named Insured”.

### About you

1. Named insured(s):

2. Trading name(s):

3. ABN:

Are you registered for GST?

Yes  No

4. Web address(es):

5. Principal business address:

6. Other business locations:

7. Are the above premises owned by you or are they leased?

### About the business

8. Please provide a detailed description of the Business:

Please attach any relevant brochures or other documentation.

9. Business commencement date:

10. Principals, Partners or Directors details:

Name of Principals, Partners or Directors	Age	Qualifications	Date Qualified (DD/MM/YYYY)	Years Practising as Principal	
				This Practice	Previous Practice

**11. a) Employees**

**Number of Staff**

- Principals/Partners/Directors
- Qualified Employees
- Other Professional Staff
- Administrative/Clerical
- Total**

**b) Total Payroll**

- Total Payroll
- Payments to Consultants/Contractors
- Payments to Labour Hire Workers

12. Turnover:

Past financial year:

Next financial year:

13. Wages:

Past financial year:

Next financial year:

14. Please state the percentage of turnover derived from each of your declared business activities in the past financial year:

Activities	Percentage of turnover
<b>Total</b>	

15. Do you expect these percentages to change in the next financial year?  Yes  No

If Yes, please provide details:

16. Please state the percentage of turnover earned in the past financial year for the following categories:

Areas of Work:	Percentage Turnover Breakdown
Aerial Installation	
Airside	
Asbestos	
Bridges and tunnels in excess of 8 metres	
Cladding/ACP	
Contaminated site clean-up	
Cranes	
Dams (other than tailings dams)	
Demolition	
Explosives	
Foundations and underpinning (excluding investigations for foundations)	
Harbours and jetties	
Hazardous chemical substances	
Heat work - away	
Heating, ventilation, air conditioning, hydraulics and plumbing	
High rise buildings (over 3 floors)	
Marine surveys	

Mechanical plant and bulk handling equipment including silos	<input type="text"/>	cont
Mines	<input type="text"/>	
Noise pollution and/or acoustic monitoring	<input type="text"/>	
Nuclear energy projects	<input type="text"/>	
Offshore work	<input type="text"/>	
Oil and gas pipelines	<input type="text"/>	
On-hired labour	<input type="text"/>	
Petrochemicals, refineries, fertilisers, ammonia urea plants	<input type="text"/>	
Plant hire	<input type="text"/>	
Plumbing	<input type="text"/>	
Ports, wharves, piers, jetties, harbours, docks and marinas	<input type="text"/>	
Power lines	<input type="text"/>	
Rail/railway related	<input type="text"/>	
Scaffolding	<input type="text"/>	
Sewerage or water systems	<input type="text"/>	
Soil testing and foundation investigations (including control of earthworks)	<input type="text"/>	
Structures at fairs, shows and exhibitions	<input type="text"/>	
Tailings Storage Facilities / Tailings Dams	<input type="text"/>	
Thermal coal	<input type="text"/>	
Underground storage facilities	<input type="text"/>	
Underground work	<input type="text"/>	
Vegetation management for power lines	<input type="text"/>	
Waste disposal, treatment or management	<input type="text"/>	
Other – please specify: <input type="text"/>	<input type="text"/>	
<b>Total</b>	<input type="text"/>	

17. Please provide a percentage split of the states in which you generate your turnover:

ACT:	<input type="text"/>	NSW:	<input type="text"/>	NT:	<input type="text"/>	QLD:	<input type="text"/>	SA:	<input type="text"/>
TAS:	<input type="text"/>	VIC:	<input type="text"/>	WA:	<input type="text"/>	O/S:	<input type="text"/>	<b>Total:</b>	<input type="text"/>

18. Do you conduct business overseas? If Yes, please provide details:

Yes  No



19. Has the name of your business ever changed or have you ever operated your business under a different corporate entity? If Yes, please provide additional information:  Yes  No

20. Has your business amalgamated, merged or acquired any other business or practice?  Yes  No  
If Yes, please provide additional information:

21. Do you perform any hands-on / manual type work?  Yes  No

(a) If Yes, what percentage of hands-on / manual type work is undertaken:

(b) Description of hands-on / manual type work undertaken:

22. Do you engage in construction, manufacture, installation, erection or assembly?  Yes  No

If Yes, please provide details:

23. Is any work performed on any escalator or lifting machinery including passenger / goods lifts, forklifts, escalators, hoists and cranes?  Yes  No

24. Is any work performed away from your premises?  Yes  No

If Yes, please provide percentage details:

25. Is any welding or hotwork undertaken?  Yes  No

If Yes, please advise if you follow the applicable Australian Standard AS 1674.1 – 1997 Safety in welding and allied processes Part 1?  Yes  No

26. Do you own or hire any unregistered vehicle or mobile plant and equipment?  Yes  No

If Yes, please provide details:

27. Do you service, repair, work on or supply parts for motor vehicles, watercraft, aircraft, hovercraft, power stations, chemical plants, petrochemical plants, pharmaceuticals, mining or drilling sites?

If Yes, please provide details:  Yes  No

28. Please provide full details of your products:

Product description – include name and use:	Manufacture (M), Import (I) or Distribute (D)?	Total turnover associated with product:	Is this product exported? If Yes, please supply destinations:

29. Do you provide any advice, design, or specifications to third parties:

- (a) for a fee?  Yes  No
- (b) for no fee?  Yes  No

If Yes to any of the above, please provide details:

30. Does your business involve the use or manufacture of Toxic Chemicals or Hazardous Substances?

- If Yes, please provide details:  Yes  No

31. What is the maximum height you usually work to?

32. What is the maximum depth you usually work to?

33. Does your business have a quality control system in place?  Yes  No

If Yes, please provide details:

34. Do you require cover for goods in care, custody or control in excess of \$100,000?  Yes  No

(a) If Yes, what amount:

(b) What is it for?

**Contractors Exposure**

35. Please provide the estimated payroll (wages) for contractors, subcontractors and/or labour hire for the upcoming period of insurance:

**White Collar:**

Contractors  Subcontractors  Labour hire

**Blue Collar:**

Contractors  Subcontractors  Labour hire

36. Please state nature of work carried out by subcontractors, contractors and/or labour hire:

37. Do you ensure that contractors, subcontractors and/or labour hire have their own General & Products Liability Insurance in place and request certificate of currencies as evidence?  Yes  No

**Contractual Liability**

38. Do you assume any liability under contract or hold harmless other parties under contract?

If Yes, please provide details:  Yes  No

39. Do you engage any in-house legal counsel and/or external legal providers to review contractual agreements?

If Yes, please provide details:  Yes  No

**Risk Management – Only applicable for Real Estate Agents**

40. Do you regularly complete & maintain a complaints/repairs register to record all reports you receive about problems with the properties you are managing?  Yes  No

If Yes, please provide a copy of your complaints register.

## About your cover

41. Please select which Limit of Indemnity is required for General and Products Liability:

\$5,000,000   
  \$10,000,000   
  \$20,000,000   
 Other

42. Please select your preferred Deductible for General and Products Liability:

\$1,000   
  \$2,500   
  \$5,000   
  \$10,000   
  \$25,000   
 Other

## About your claims

43. After full enquiry of all your employees, has any insurance claim been made against you or your business or that of any principal, partner, director or employee in this or any other business within the last seven (7) years?

Yes   
  No

If Yes, please provide details:

Date Notified (DD/MM/YYYY)	Insurer	Description	Amount Paid	Maximum Potential Loss	Finalised or Open	Claimant Name

44. Are you aware of any circumstances or incidents which may result in a claim being made against you or your business or the business of any principal, partner, director or employee?

Yes   
  No

If Yes, please provide details of circumstances or incidents:

45. Have you or any of your employees ever been the subject of any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business?

Yes   
  No

If Yes, please provide details of proceedings or actions:

46. Have you, your principals, partners, directors or predecessors in business had insurance declined, cancelled, refused or had any special terms imposed?  Yes  No

If Yes, please provide details:

**Additional Information:**

If insufficient space to complete questions, please provide at this section:

**Declaration**

I acknowledge that I have read and understood the important notices and privacy statement contained in this proposal. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this proposal together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this proposal on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this proposal and any other documents accompanying are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:

Name:

Position:

Signature:



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