

Demolition & Asbestos Liability Proposal Form

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

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.

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, under Professional Indemnity and Management Liability of this policy 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 only will 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

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

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.

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 or privacy@aboutunderwriting.com.au Please refer to our complaints & disputes process detailed at 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 0700
Email: ldraustralia@lloyds.com

who will refer your dispute to the Complaints team at Lloyd's.

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
Internet: <https://www.afca.org.au>
GPO Box 3, Melbourne, VIC 3001

Demolition & Asbestos Liability Proposal Form

This Addendum is for Demolition contractors and Asbestos Liability.

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

1. Named insured(s):

2. Address of the Named Insured(s):

About the business

2. Please provide a brief description of the Business:

3. Turnover:

Past financial year:

Current financial year:

Next financial year:

4. Wages:

Past financial year:

Current financial year:

Next financial year:

5. In what year did you commence removing Asbestos?

6. What % of your asbestos-related work is around friable vs non-friable asbestos?

Friable:

Non-friable:

7. Please provide your estimated annual turnover for each of the below activities:

Activities:	Estimated Turnover (\$)
Demolition – excluding Asbestos Liability for Removal	<input type="text"/>
Strip-outs – excluding Asbestos Liability for Removal	<input type="text"/>
Asbestos Liability for Asbestos Removal – excluding demolition	<input type="text"/>
Excavation, earthmoving & digging – excluding Underground	<input type="text"/>
Shoring or underpinning	<input type="text"/>
Underground work	<input type="text"/>
Salvage sales	<input type="text"/>
Asbestos Liability for Sampling/Testing	<input type="text"/>
Asbestos Liability for Working With &/or Making Safe Asbestos	<input type="text"/>
Asbestos Liability for Property Owners	<input type="text"/>
Other – please specify:	<input type="text"/>
Total:	<input type="text"/>

8. Please confirm whether you conduct any work in the following areas, and if so, what % of annual turnover is associated:

Areas of Work:	Percentage Turnover Breakdown
Airports	<input type="text"/>
Bridges and tunnels	<input type="text"/>
Mine sites	<input type="text"/>
Ports, dams, reservoirs, wharves, piers, jetties, harbours marinas	<input type="text"/>
Oil or gas refineries/plants or chemical/petrochemical	<input type="text"/>
Railway or tramway services or infrastructure	<input type="text"/>
Tailings dams	<input type="text"/>

Demolition Questions

The below questions are in relation to demolition works generally.

9. Please detail the method(s) you use to conduct demolitions.

10. Do you undertake work in any CBD areas?

Yes No

If yes, please specify what % of your total work this comprises.

11. Do you undertake any work over five (5) storeys?

Yes No

If yes, please provide further details.

12. Do you operate any waste facilities or landfill sites?

Yes No

If yes, please provide further details.

Risk Management

13. Do you perform your operations in accordance with Australian Standard 2601-2001 Demolition of Structures Section 1.6? Yes No

14. Do you adhere to the 2020 Safe Work Australia how to safely remove asbestos Code of Practice including all amendments to that Code? Yes No

15. Do you comply with all legislation and regulations governing the removal of asbestos and made-made mineral fibres? Yes No

Use of Contractors & Labour Hire

16. 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

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

18. 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

19. Do you ensure that contractors, subcontractors and/or labour hire have a policy, including cover for Asbestos Liability, in place and request certificate of currencies as evidence? Yes No

About your cover

20. Is your current Asbestos cover (if any) on an Occurrence or Claims made?

Occurrence: Yes No

Claims made: Yes No

If on a claims made basis, what is the Retroactive Date of the policy?

21. 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

23. Please specify your preferred limit of Asbestos Liability (\$):

About your Claims

23. 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 in the past five (5) years?

Yes No

24. 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 in the past five (5) years?

Yes No

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 addendum. 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 form 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 addendum on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this addendum 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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