

# Miramar Broadform Liability Insurance Proposal



## IMPORTANT NOTES

### YOUR DUTY OF DISCLOSURE

Before You enter into a contract of general insurance with an insurer, You have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter which you know or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms. You have that same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that the insurer knows, or in the ordinary course of business as an insurer, ought to know;
- as to which compliance with your duty is waived by the insurer

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### INSURER

This policy is underwritten one hundred (100%) per cent by certain underwriters as shown on our quotation and schedule. The insurer is an authorized insurer in Australia within the meaning of that term under the Insurance Act 1973.

In arranging and effecting this Policy, Miramar Underwriting Agency Pty Ltd will be acting under authority given to it by the Insurer. It will be acting as agent of the insurer not as your agent.

## PRIVACY

The insurer and its agent are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). This sets out the basic standards relating to the collection, use, disclosure and handling of personal information.

'Personal Information' is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly.

Only information necessary for the arrangement and administration of the insurer's business by the insurer, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums.

The insurer and its agents disclose personal information to third parties who they believe are necessary to assist them. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give the insurer and its agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, 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 or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by the insurer by contacting Miramar Underwriting Agency Pty Ltd on (02) 9307 6600.

Contact details for Miramar Underwriting Agency are:

Miramar Underwriting Agency Pty Ltd  
Level 5, 97-99 Bathurst Street, Sydney NSW 2000  
Phone +61 2 9307 6600  
Fax +61 2 9307 6699

POLICY NUMBER

CLIENT NUMBER

INTERMEDIARY NUMBER

All questions are to be answered. If insufficient space, please attach additional information

### THE APPLICANT(S)

Your full name and trading name if applicable.

FIRST NAME

LAST NAME

Tax Status

Registered Business

 Yes

 No

ABN

Taxable

Contact Numbers

PHONE NO.

FAX NO.

Address



STATE

POSTCODE

Period of Insurance

FROM DD/MM/YYYY

TO DD/MM/YYYY

### GENERAL INFORMATION

- ① Have you had any claims made against you (whether insured or not) or have you recalled any of your products during the last 7 years?  Yes  No

If "yes", please give details.

- ② Have you had any incident or accident occur which would have been covered by the proposed insurance policy?  Yes  No

If "yes", please give details.

- ③ Have you had any insurance declined or cancelled, proposal rejected, renewal refused, claim, rejected, special conditions or special excess imposed by an insurer?  Yes  No

If "yes", please give details.

### INDEMNITY LIMIT

Limit of Indemnity required Public Liability

(ANY ONE OCCURRENCE)

Products Liability

(IN THE AGGREGATE PER PERIOD OF INSURANCE)

Deductible

### TURNOVER

Split by Company/Division

## ESTIMATED PAYROLL

Estimated annual payroll (including earnings of principals, directors, partners)	No. of Staff
Managerial, Clerical, Sales	
Manufacturing	
Installation	
Other	
Total	

Do you employ contractors, subcontractors or labour hire?

Yes  No

(If "Yes" please complete a, b, c and d below)

### Estimated annual payment.

① Estimated annual payment.

② Nature of work usually carried out

③ Precautions taken to identify the adequacy of their liability and workers compensation insurance arrangements.

④ Are you always named as principals on contractors and/or sub-contractors liability policy?

Yes  No

## DETAILS OF THE BUSINESS/PREMISES

① Please state the full details of your business operations (including subsidiary companies) including design, formulation, manufacturer, distribution, servicing, welding and other hot work. Please attach product brochures, latest annual reports and other pertinent matter.

② Do you have representation outside Australia?

Yes  No

If "Yes" where and what is the nature of your representation in such country (e.g. domicile employee, power of attorney, branch subsidiary, agency etc)?

③ Number of years in this business?

years

④ Location of premises occupied for the purpose of conducting the business

Owned

Leased

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**DETAILS OF THE BUSINESS/PREMISES (CONT)**

**5** Location of premises owned BUT not occupied by you for which property owners cover is required

Type of building,  
e.g. Shopping Centre, Office Block, etc

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**6** Do you or does anyone on your behalf operate, manage or own or offer or in any way are connected with any of the following?

a. First Aid Facility (If "Yes", please provide details)

Yes  No

b. Pressure Vessels (If "Yes", please provide details)

Yes  No

c. Car Parks (If "Yes", please provide details)

Yes  No

d. Lifts, Escalators, Hoists, Cranes (If "Yes", please provide details)

Yes  No

e. Unregistered Vehicles (If "Yes", please provide details)

Yes  No

f. Railway e.g. sidings (If "Yes", please provide details)

Yes  No

**7** Do you or does someone on your behalf perform any work away from the premises stated above?

Yes  No

If "Yes" please provide details, e.g. welding, installation, servicing, repair etc:

**8** Do you store, transport, use or handle any hazardous goods e.g. chemical, radioactive materials, gases, etc?

Yes  No

If "Yes" please provide details:

**9** Does your operation/business create trade waste?

Yes  No

If "Yes", please provide details e.g. type of waste, how it is disposed of, etc:

## CARE CUSTODY AND CONTROL

Coverage is provided for property (excluding any vehicle which is registered or which is required to be registered) in your physical or legal control, subject to a maximum indemnity of \$50,000 for any one occurrence and in the aggregate for any one period of insurance.

Do you require an amount in addition to the above limit?

Yes  No

If "yes", please answer questions 1 - 5.

① What Limit of Indemnity do you require?

② What is the total value of such property?

③ What is the maximum value at any one time?

④ Provide brief details of the property

⑤ Is the property insured under any other Policy?

Yes  No

If "Yes", please provide details:

## PRODUCT INFORMATION / TERRITORIAL LIMITS

① Give details of all products in respect of which insurance is required. Attach brochures and other products literature. If more than four (4) products, attach an additional list.

Product Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date First Marketed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Product Description	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Product Use.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Est. Annual Turnover	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### THE FOLLOWING DETAILS ARE REQUIRED FOR EXPORTED PRODUCTS ONLY

Turnover Exported	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Country Sold To	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Company Representation in this Country	Power of Attorney	<input type="checkbox"/>	Power of Attorney	<input type="checkbox"/>
	Branch Representative	<input type="checkbox"/>	Branch Representative	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	Other (specify)	<input type="checkbox"/>
	<input type="text"/>		<input type="text"/>	

Coverage for PRODUCTS EXPORTED TO USA OR CANADA is excluded from this insurance. Coverage will be provided only if specifically agreed and then subject to additional terms and conditions and payment of an extra premium. A USA/Canada export questionnaire will have to be completed. Any additional information supplied in respect of such exports shall be deemed to form part of this application.

**PRODUCT INFORMATION / TERRITORIAL LIMITS (CONT)**

**PLEASE REFER TO THE POLICY WORDING FOR DETAILS REGARDING TERRITORIAL LIMITS.**

② Can you with certainty, identify the source of every item used in the manufacture of the products?  Yes  No

③ Is your product range changing frequently?  Yes  No

If "Yes", provide full details:

④ Do you have quality control procedures in place?  Yes  No

If "Yes", provide full details:

⑤ Are your products subject to any Australian or international standard?  Yes  No

If "Yes", provide full details:

⑥ Do you have recall procedures in place?  Yes  No

If "Yes", provide full details:

⑦ Have you discontinued manufacturing, processing or handling any products?  Yes  No

If "Yes", please provide details of reason, type of product, year etc:

⑧ Are any products specifically designed, manufactured, imported or handled for use in aircraft or other aerial Devices or watercraft?  Yes  No

If "Yes", provide full details:

**CONTRACTUAL LIABILITY**

Coverage for liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality as regards your products, or specifically agreed contracts.

Do you assume liability under contract or hold others harmless (other than lease liability)?  Yes  No

If "Yes", please provide details and attach copies of all agreements (other than lease liability).

These questions reflect the key factors that are taken into account when determining your premium.

## DUTY OF DISCLOSURE

The law requires you to tell us everything you know (or could reasonably be expected to know in the circumstances) which is relevant to our decision to insure you and the terms on which we insure you. This duty applied before you enter into a contract with us, that each person named as the Insured has the same duty.

### PENALTY FOR NON-DISCLOSURE

If you do not tell us everything necessary, we may: reduce or refuse to pay a claim; or cancel your Policy. If you act dishonestly, we may invalidate the Policy from its beginning and not be bound by it. You don't need to tell us anything which: reduces the risk, is common knowledge, we already know, or ought to know in the ordinary course of our business; or we indicate we do not want to know. If you are not sure that something is relevant, it is best to disclose it anyway.

### INADEQUATE SPACE TO ANSWER

If there is inadequate space to answer our General Information or other questions or you need to disclose something to us because of your Duty of Disclosure, please attach a separate piece of paper to this application giving full details of additional information.

### DECLARATION AND SIGNATURE

① The Duty of Disclosure, Non-Disclosure and Inadequate Space to Answer notices set out above have been read by me/us.

② All answers and statements made in this application are true and accurate in every respect and no information has been withheld which is likely to affect your decision about accepting this insurance.

③ I acknowledge you reserve the right to decline my application.

Applicant's

NAME

TITLE

SIGNATURE

DATE (DD/MM/YY)