



Proposal Form

Contractors Pollution Liability Insurance

Important Notice

Claims-Made and Notified Insurance

This policy is issued on a **claims-made and notified** basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you, or if the Pollution conditions which gave rise to the Claim against you existed before the Retroactive Date specified in the Schedule.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

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 that 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 the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty of disclosure does not require you to disclose matters:

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

This duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

Consequences of 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.

Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation or where you are a party to an agreement which excludes or limits the insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- 1) When you lodge a claim we will tell you in plain language what information we need and how you should go about making your claim.
- 2) We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly. If you have a complaint:

- 1) Contact your insurance intermediary and they may raise it with us.
- 2) If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:

The Compliance Manager
AIG
Level 12, 717 Bourke Street, Docklands
VICTORIA 3008

- 3) If you are still unhappy, you may request that the matter be reviewed by our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.
- 4) If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which AIG are obliged to comply. Contact details are:

Insurance Ombudsman Services Limited
Phone: 1300 780 808 (local call fee applies)
Email: ios@insuranceombudsman.com.au
Internet: <http://www.insuranceombudsman.com.au>
PO Box 561, Collins St West Post Office,
Melbourne, VIC 8007

Privacy Statement

AIG follows the National Privacy Principles ("the NPPs") in the Privacy Act 1988 (Cth). The NPPs apply to any personal information collected by AIG.



Purpose of collection

AIG collects information necessary to underwrite and administer Your insurance cover, to maintain and to improve customer service and to advise You of Our products and services. In the course of administering Your policy AIG may exchange Your personal information or disclose Your personal information to:

- i) another member of the AIG group of companies either in Australia or overseas;
- ii) contractors or third party providers providing services related to the administration of Your policy;
- iii) banks and financial institutions for the purpose of processing Your application and obtaining policy payments;
- iv) in the event of a claim, assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers;
- v) other third parties, including mailing houses and marketing companies, to enable Us to advise You of Our insurance products and services.

In some circumstances AIG is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Access to Your information

You may gain access to Your personal information by a written request to AIG. AIG has also established an internal dispute resolution process for handling customer complaints about the use of personal information and an access and correction procedure. Both procedures are generally free of charge however we reserve the right to charge for access requests in some limited circumstances.

Privacy complaints

If You feel You have a complaint about AIG's handling of Your personal information, require assistance in lodging a privacy complaint, or You wish to gain access to Your information, You may write to:

The Privacy Manager
AIG
Level 12, 717 Bourke Street
Docklands VIC 3008

or email australia.privacy.manager@aig.com.au

Your complaint will be reviewed and You will be provided with a written response. If it cannot be resolved, Your complaint will be referred to AIG's Internal Dispute Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint. Should Your complaint not be resolved by AIG's internal dispute resolution process, You may apply to the Privacy Commissioner for a review of the determination.

Consent acknowledgement

By signing the insurance application form and any associated form, or otherwise by purchasing an insurance product or service from Us, You consent to the uses and disclosures of Your personal information stated in the above privacy statement. If You do not wish Us to use Your personal information to keep You informed of Our insurance products and services please contact Us and let Us know.



Instructions

- (a) Please complete all questions in this proposal. All questions applicable to each coverage applied for must be answered. Your application may not be dealt with if this form is incomplete and/or required submission information is absent.
- (b) Please provide the following documents and materials along with the completed original signed and dated proposal form:
- (i) Brochure/statement of qualification
 - Enclosed
 - Information to follow
 - Do not exist
 - (ii) Safety Procedure/Manual.
 - Enclosed
 - Information to follow
 - Do not exist
 - (iii) List of projects undertaken in the past 12 months (including brief description and contract value).
 - Enclosed
 - Information to follow
 - Do not exist
 - (iv) Resumes of Key Personnel including all Project Managers
 - Enclosed
 - Information to follow
 - Do not exist
 - (v) A copy of Asbestos Removal Licence.
 - Enclosed
 - Information to follow
 - Do not exist
- (c) If necessary, use additional sheets in order to provide the requested information.



Details of the Applicant

1. (a) Name of Insured:

(b) Contact and Title:

(c) Address of Named Insured:

(d) Website:

2. (a) Named Insured is a:

- Company Partnership
 Joint venture Other

(b) ABN:

3. (a) Does the Named Insured hold a registration pursuant to A New Tax System (Goods and Services Tax) Act 1999?

- Yes No
If "Yes", what is the registration No.?

(b) Does the Insured or any other entity to be insured under this policy intend to claim an input tax credit for the premium for this policy?

- Yes No

If "Yes", to what extent (%) will an input tax credit be claimed by the Insured or

any other entity to be insured under this policy?

%

4. Requested coverage and retention:

| Limits: | Tick | Retention | Tick |
|---------------------------|--------------------------|-----------|--------------------------|
| \$5,000,000/\$5,000,000 | <input type="checkbox"/> | \$2,500 | <input type="checkbox"/> |
| \$10,000,000/\$10,000,000 | <input type="checkbox"/> | \$10,000 | <input type="checkbox"/> |
| \$20,000,000/\$20,000,000 | <input type="checkbox"/> | \$25,000 | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | Other | <input type="checkbox"/> |

5. How long has the Named Insured been in business?

6. During the past five years has the name of the applicant been changed or has any other business been purchased or have any mergers or consolidations taken place?

- Yes No,

If "yes", please provide details.

7. Are any Joint Ventures being proposed for coverage under this policy?

- Yes No,

If "yes", please provide details.

8. Does anyone project or contract represent more than 25% of annual fees?

- Yes No,

If "yes", please provide details.



9. Contract Values:

| | Estimate for next 12 months | Present 12 months | Previous 12 months |
|---|-----------------------------|-------------------|--------------------|
| From | | | |
| To | ----- | ----- | ----- |
| All Operations | \$ | \$ | \$ |
| Asbestos Abatement/ Removal Operations | \$ | \$ | \$ |

Stamp Duty Split

10. For the purpose of calculating Stamp Duty please note the % turnover associated with work performed in each state:

| NSW | VIC | QLD | SA | WA | TAS | ACT | NT | Overseas |
|-----|-----|-----|----|----|-----|-----|----|----------|
| | | | | | | | | |

Profile of Operations

11. Provide a description of the Insured's operations and activities?

12. How long has the Named Insured been licensed to perform asbestos removal works? Attach current license(s).

13. Detail general radius of foreign operations (i.e. country(ies)) where operations normally occur, or indicate Australia only. Indicate percentage relative to total projected values under question 9.

Australia Only

Details of foreign operations:

14. List the names of employees who perform asbestos removal work and attach training records.

15. Does the Insured use the services of any labor hire personnel/companies?

Yes No

If "yes", please provide details.

16. Does the Insured use the services of any subcontractors for asbestos removal work?

Yes No

If "yes", please state the companies used and the % of work subbed to these companies:



17. What are the minimum limits of liability you require for your subcontractors?

(a) General Liability _____

(b) Pollution Liability _____

23. Average distance of trips (Km)?

18. Do your contracts with subcontractors contain an indemnification provision?

Yes No

If "yes", attach copies of all insurance requirements and indemnification clauses.

If "yes", indicate percentage
_____ %

24. How many vehicles are used and what type?

25. Are drivers appropriately trained? Please detail:

Transportation

Only answer questions 19 – 27 if you are applying for coverage of asbestos pollution conditions during transportation.

19. How are asbestos wastes transported?

26. Please provide details of vehicle maintenance programs:

20. Are you a registered carrier with the EPA?

Yes No

If yes include copy of licence.

27. Has the company had any vehicle accidents in past 5 years?

Yes No

Have any of these accidents involved pollution?

Yes No

If yes please detail.

21. What is the average quantity of wastes transported per trip?

22. How many trips in a year?



Claims Information

NOTE

For the purposes of Question 28 "YOU" includes the Corporation, Entity, or Partnership of the applicant and any Director, Officer or Partner thereof. Enquiries should be made if all appropriate staff before answering the following questions.

28. (a) Have you during the past five (5) years had any reportable releases or spills of hazardous substances, hazardous waste or any other pollutants, as defined by applicable environmental statutes or regulations?

Yes No

If "yes", please provide details.

- (b) Have you during the last five (5) years been prosecuted, or threatened with prosecution or are you currently being prosecuted, for any offence directly or indirectly arising out of a release from the covered location(s) of any substance into sewers, rivers, sea, air or onto land or groundwater?

Yes No

If "yes", please provide details.

- (c) Has there been in the past five (5) years or is there now pending, a claim against you for cleanup, bodily injury or property damage, resulting from the release into the environment of hazardous substances, hazardous waste, or other pollutants from the location or other locations owned or operated by you. If yes provide a brief description of the claim(s), its disposition or present status.

Yes No

If "yes", please provide details.



(d) At the time of the signing of this application, do you know of any facts or circumstances which may reasonably be expected to result in a claim or claims being asserted against you for environmental cleanup or response, or for bodily injury or property damage arising from the release of pollutants into the environment?

Yes No

If "yes", please provide details.

Declaration

The applicant declares that all necessary enquiries into the accuracy of the responses given in this proposal have been made and confirms that the statements and particulars in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. The applicant agrees that should any of the information given in this proposal alter between the date of this proposal and the inception date of the insurance to which this proposal relates, it will give immediate notice thereof to the insurer.

The applicant acknowledges receipt of the Important Notice contained in this proposal and that it has read and understood the content of that Notice.

It is agreed that this proposal form shall be the basis of the contract should a policy be issued and will be attached to the policy. All written statements and materials furnished to the Insurer in conjunction with this proposal are hereby incorporated by reference into this proposal and made a part hereof.

The completion & signing of this proposal does not bind the applicant or the insurer to complete this insurance. The applicant's acceptance of the insurer's quotation and the insurer's written agreement to be bound is required to bind coverage and to issue a contract of insurance.

The signatory below confirms he/she authorised to complete, sign and submit this proposal on behalf of the applicant.

Name: _____

Title: _____

Signature: _____

Date: _____



Bring on tomorrow

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