



RENEWAL QUESTIONNAIRE

Demolition & Asbestos Removalist Programme



Liberty
International
Underwriters™
Member of Liberty Mutual Group

Important Notices

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 (Cth), 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 however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is 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.

Non Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their 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.

Errors and Omissions and/or Statutory Liability (where purchased) is Claims Made Insurance

Errors and Omissions and/or Statutory Liability coverage is an endorsement to the Policy and provides 'Claims Made' insurance. This means that the endorsement covers you for any claims made against you and notified to the insurer during the period of insurance. The endorsement does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the period of insurance;
- any claim made against you after the expiry of the period of insurance.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the period of insurance, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance.

Privacy Policy

We are bound by the Privacy Act 1988 (Cth) or as amended 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. If you do not provide the information we need we may not be able to offer you insurance or deal with claim(s) under your insurance.

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.

Our Privacy Officer may be contacted during business hours on:

Telephone: 02 8298 5800
Fax: 02 8298 5888
Mail: Locked Bag 18, Royal Exchange, NSW, 1225

Please ensure that **ALL** questions are answered

1 The Insured

Company Name:

Principal Street Address

State

Postcode

2 Period of Insurance

From: _____ / _____ / _____

To: _____ / _____ / _____

3 Limit of Indemnity

Public & Products Liability:

\$5million

\$10million

\$20million

Asbestos Removal Liability

\$5million

\$10million

4 General

Including Asbestos?

YES

NO

Shoring & Underpinning?

YES

NO

Care, Custody & Control? – do you require a limit that exceeds the \$250,000 limit provided under this policy?

YES

NO

If yes, what limit is required? _____

5 Estimated Annual Turnover

	Turnover	% Contracted Out
Demolition	\$	%
Excavation & Earthmoving	\$	%
Salvage & Salvage Sales	\$	%
Asbestos Removal	\$	%
Shoring & Underpinning	\$	%
Other(s)	\$	%
TOTAL	\$	%

6 Estimated Payroll

Management, Clerical and Sales	\$
Manufacturing	\$
Work away from premises	\$
Others (please specify)	\$

Do you use Contractors / Subcontractors? YES NO

If yes,

(a) Please advise amount paid to Contractors / Subcontractors annually: \$ _____

(b) What activities do the Contractors / Subcontractors do? _____

7 Employees / Labour Hire

Does the Insured use the services of any labour hire personnel / companies?

If Yes, please advise: YES NO

Estimated annual payments: _____

Activities undertaken: _____

Does the Insured hire out any of their employees to third parties on a labour hire basis?

If Yes, please advise: YES NO

Estimated annual payments: _____

Activities undertaken: _____

8 Compliance

(a) With regard to Demolition work, do you perform your operations in accordance with Australian Standard AS2601 "The Demolition of Structures" particularly Sections 1.5, 1.6, 1.7, 1.8 and 2.1 – 2.5? YES NO

(b) Do you undertake any Welding Activities? YES NO

If yes, do you perform your operations in accordance with Australian Standard AS1674 "Safety in Welding and Allied Processes"? YES NO

(c) Do you ensure your employees and sub-contractors fully comply with all state regulations and/or codes of practice for working with asbestos and man-made mineral fibres? YES NO

9 Claims Experience

(a) Have you had any claims in the past 5 years?

YES

NO

If yes, please provide details below:

Dates		Claims Reported	Amount paid & outstanding	Status (Open/ Closed)	Applicable Excess	Description
From	to					
From	to					
From	to					
From	to					
From	to					

(b) Have you had any Statutory Fines and Penalties over the past 5 years?

YES

NO

If yes, please provide details: _____

Declaration

Signature

Date

Title / Position

Please complete the above questionnaire and return to Mark McNamara at Tudor Insurance Australia Pty Ltd on:

Email: service@tudorinsurance.com.au

Phone: 03 9707 3033

Fax: 03 9707 4568