



Liberty
Specialty Markets

Demolition & Asbestos Removal Programme

PROPOSAL FORM

libertyspecialtymarkets.com.au

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 nondisclosure 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 period of insurance;
- ▶ 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.

INADEQUATE SPACE TO ANSWER

If there is inadequate space to answer any of the questions or make any comment or you need to disclose something to us because of your Duty of Disclosure, please attach a separate piece of paper to this questionnaire giving full details of additional information.

1. THE INSURED

Full name of each proposed Insured including subsidiaries who will be conducting business related activities*:

Company Name	ABN
1.	
2.	
3.	

Full description of operations and activities of each proposed Insured*:

- 1.
- 2.
- 3.

Principal Street Address

*Please attach additional pages if insufficient space.

2. PERIOD OF INSURANCE

From _____ at 4pm Local Standard Time
 To _____ at 4pm Local Standard Time

3. LIMIT OF INDEMNITY

\$5 million \$10 million \$20 million

Public and Products Liability:

Any one occurrence in respect of Public Liability and in the aggregate during the Period of Insurance in respect of Product Liability.

Asbestos Removal Liability:

Any one Claim and in the aggregate during the Period of Insurance.

Note: If Asbestos Removal Liability cover required please also complete Questions 1 – 4 of the Asbestos Removal Liability Questionnaire.

4. ESTIMATED PAYROLL

Estimated Annual Payroll (including earnings of Principals, Directors, Partners)

Total Payroll		\$
Payment to contractors and/or subcontractors (other than labour hire)		\$
Payments to labour hire personnel/companies		\$
Do you hire out any of your employees to third parties on a labour hire basis?	Yes	No
If Yes, please advise		
Estimated annual revenue		\$

Activities undertaken

5. ESTIMATED ANNUAL TURNOVER

Please indicate estimated annual turnover/annual gross income for the following categories:

Demolition	\$
Earthmoving and Excavation	\$
Salvage and Salvage Sales	\$
Asbestos removal	\$
Shoring and Underpinning	\$
Other details	\$
Total	\$

(If applicable, attach product brochures, annual reports, website or other material)

Website: www.

Please specify the percentage of turnover related to:

1. Residential Demolition	%
2. Commercial Demolition	%

In relation to commercial demolition, what percentage is related to:

1. Metro Demolition	%
2. Non-Metro Demolition	%

What is the maximum height of demolition works?

6. COMPLIANCE WITH STANDARDS

With regard to demolition and welding work, do you perform your operations in accordance with the following current Australian Standards:

AS2601 "The Demolition of Structures"	Yes	No
AS1675 "Safety in Welding and Allied Processes"?	Yes	No

7. CARE, CUSTODY AND CONTROL

Do you have the property of others in your care, custody or control? Yes No

Please note that coverage is limited to \$250,000 in the aggregate for any one period of insurance.

8. CLAIMS AND/OR LOSS EXPERIENCE

Have you had any insured and/or uninsured claims in the last five years? Yes No

If yes, please provide details below:

Dates	Claims reported	Amount paid & outstanding	Applicable excess	Description
From To				
From To				
From To				
From To				
From To				

After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above? Yes No

If Yes, please provide details:

Have you had any insured and/or uninsured statutory fines and penalties in the last 5 years? Yes No

If Yes, please provide details:

Date of Fine	Amount	Offence
	\$	
	\$	

9. PREVIOUS INSURANCE HISTORY

After investigation have you ever had any:

Insurance declined or cancelled?	Yes	No
Have you had any Statutory Fines and Penalties over the past 5 years?	Yes	No
Renewal refused?	Yes	No
Special conditions imposed?	Yes	No
Increased excess imposed?	Yes	No
Claims denied for this class of insurance?	Yes	No

ASBESTOS REMOVAL LIABILITY QUESTIONNAIRE

Only complete these questions if Asbestos Liability is required.
Otherwise continue to Declaration.

Important Notice

Asbestos Liability Claims Made Insurance

This is a proposal for a 'Claims Made' policy of insurance. This means that the Asbestos Liability Endorsement to this Policy covers you for any claims made against you and notified to the insurer during the policy period. The policy 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 policy period;
- ▶ 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 policy period;
- ▶ any claim made against you after the expiry of the policy period.

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 policy period, 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 policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

1. GENERAL

In what year did you commence removing asbestos?

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

Note: Indemnity is subject to government mandatory standards being adhered to by the Insured.

Do you transport asbestos? Yes No

2. TURNOVER & WAGES

Estimated turnover and wages for asbestos-related work	Turnover	Wages
Actual for prior 12 months	\$	\$
Estimate for next 12 months	\$	\$

Note: This declaration is subject to audit.

3. CURRENT ASBESTOS LIABILITY INSURANCE

Do you currently have asbestos liability insurance? Yes No

If No, please proceed to the next question.

If Yes, is coverage Claims Made? Yes No

If No, please proceed to Question 4.

If Yes,

What retroactive coverage date appears on your policy?

What limit of indemnity do you currently have?

4. CLAIMS AND/OR LOSS EXPERIENCE

Have you had any insured and/or uninsured claims in the last five years?

Yes

No

If yes, please provide details below:

Dates	Claims reported	Amount paid & outstanding	Applicable excess	Description
From To				
From To				
From To				
From To				
From To				

After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above?

Yes

No

If Yes, please provide details:

DECLARATION AND SIGNATURE

(To be signed by a partner or director.)
 I, the undersigned, declare and acknowledge:

- ▶ that I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal;
 - ▶ that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and I have not withheld any material information from this proposal
 - ▶ that this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.
 - ▶ that until a Contract of Insurance is entered into, I am obliged to inform Liberty Specialty Markets of any changes to any information supplied or of any new information that is relevant;
 - ▶ that I understand Liberty Specialty Markets relies on the accuracy of the information and documentation supplied proposing for this insurance;
 - ▶ that I have read and understood the Important Notices which form part of this proposal;
 - ▶ that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposer's acceptance of an offer by Liberty Specialty Markets, if any:
- | | | |
|---|-----|----|
| ▶ that the proposed insured is a small business with a turnover of less than AU\$2 million in the last financial year. Note that if No is selected or this question is left blank, in accordance with Ch 8, Pt 5A of the Duties Act 1997 (NSW), from 1 January 2018 Liberty will charge stamp duty on risks that 1) occur within or partly within NSW or 2) cover NSW property. | Yes | No |
|---|-----|----|

Signature	Date
Name (please print)	Title

Please complete the above questionnaire and return to Cameron McKerchar at Tudor on:
 Email: service@tudorinsurance.com.au
 Phone: 03 9707 3033

Privacy Notice

Liberty Specialty Markets (Liberty) is a trading name of Liberty Mutual Insurance Company, which is a company incorporated in the United States. It is a member of Boston-based Liberty Mutual Group (LMG). Liberty Australia's head office contact details are:

Address: Locked Bag 18, Royal Exchange NSW 1225, Australia
 Phone : +61 2 8298 5800

Liberty is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information.

Liberty collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. Liberty passes it to third parties involved in this process such as Liberty's related companies, reinsurers, agents, loss adjusters and other service providers. We may store your information with third party cloud or other types of networked or electronic storage providers. Third parties may be located locally or overseas in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia. Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from Liberty. If you do not provide the personal information Liberty or other relevant third parties require to offer you specific products or services, Liberty may not be able to provide the appropriate type or level of service.

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