Trades Liability Insurance **Application**



1. INSURED DETAIL(S)								
Name(s) including trading name	e(s) in full							
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	/	/		·		/_		/
imit of Indemnity:				Deductible:	_			
Registered business ABN:				Business/Mo	obile No: _			
Proposer Address:								
Suburb:				State:		Po	ostcode: _	
Website:								
2. DETAILS OF BUSINE	:SS							
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Please provide a description of		ss activities	including to	urnover split fo	or each (if	\$	Turnover A	AUD (\$)



3. RISK INFORMATION Estimated wage roll for next 12 months Total Employees (FTE) & Part Time Please provide details of premises in which you conduct business activities and/or occupation out of: Owned Leased Yes Yes Yes Yes Please provide below details of any changes in operations over last 12 months for the purpose of this insurance: Payments to Labour hire personnel AUD \$ Payments to Contractors, Subcontractors AUD \$ Please provide all details of activities in which you engage Subcontractors, Subcontractors to perform: Do you retain a certificate of currency for all Contractors, Subcontractor's & Labour Hire Personnel you Yes No engage? Do you always require your Contractors/Subcontractors to name you as a principal on their liability Yes No Do you check prior to engagement that they are appropriately qualified and experienced to carry out the Yes No required work Do you engage any Labour Hire Personnel to perform any unskilled activities of any kind; Yes Nο If 'Yes' please detail below 4. RISK MANAGEMENT & CONTROLS IN PLACE Do you ensure to immediate work area is cordon off with signage erected to warn of work or activities Yes No hazard ahead Do you check to ensure all personnel on site are compliant with Personal Protective Equipment Yes No Requirements Do you undertake a) a Job Safety Analysis (JSA) or b) Safe Work Method Statement (SWMS) carried out Yes No on work site Do you undertake a toolbox talk or site safety induction prior to commencement of work each morning Yes No If 'No', please provide details how you reduce risk of harm to workers on site and/or members of public below:



Do you check to ensure all employees and subcontractors engaged have a minimum of Yes No 2 years experience and hold relevant qualifications or statutory requirements to perform the job. If 'No' please detail below 5. WORK AWAY FROM PREMISES Do you undertake any of your activities at power stations, oil or gas refineries, petrochemicals plants, airports, water treatment plants, railway sliding or infrastructure, work on trains or rolling stock, ports and/or container terminals? If 'Yes' please provide details: If 'Yes' to above, do you ensure all employees are appropriately experienced in these environments and hold all necessary tickets or induction requirements; Do you take all precautions in accordance to Australia Standard AS 1554 (Hot Works Permit) Yes No when welding away from premises Do you ensure you Dial Before You Dig prior to performing any excavation or digging work away Yes No from your premises Do you ensure all products you use to carry out your activities or occupation is compliant with Yes No Australia Standard or in line with industry best practice? If 'No' how do you check to ensure its fit for purpose with its end use application: Do you to cover goods or property left in your care, custody & control? Yes No Refer to policy wording for automatic sublimit. Value **Details of Protection** Type of Property

4. RISK MANAGEMENT & CONTROLS IN PLACE



6. CONTRACTUAL LIABILITY

Coverage for liability assumed under agreement or contract will be limited to incidental contracts and or liability vibeen imposed by law in the absence of such contract or agreement.	vhich would	l have
Do you assume liability under contract or hold others harmless (other than lease liability)?	Yes	No
If 'Yes", please provide details below:		

7. YOUR GENERAL HISTORY

1.	After investigation, are you or any principal, partner, or director a	aware: Yes	No
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- a) Of any insurance being declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions or excess imposed by any insurer?
- b) Of any claims made against you?
- c) Of any of your products being recalled?
- d) Of an incident or accident which would be insured by this proposed insurance?
- e) Anyone having been charged with or convicted of any criminal offence (excluding traffic offences)?
- f) Have you or the company ever been fined or prosecuted for any workplace work, health or safety breaches of any kind?

2.	Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (eg. liquidation or receivership)?				
	If 'Yes" to any of the above, please provide details below:				

ABOUT BROOKLYN

XL Insurance Company SE , Australia branch, trading as Brooklyn Underwriting, ABN 36 083 570 441 (Brooklyn) is a leading Australian Underwriting Agency. In all respects, Brooklyn acts as an agent of the Insurer and not for You.

Contact details for Brooklyn are:-

Angel Place, Level 28, 123 Pitt Street, Sydney NSW 2000 t: (02) 8270 1790 w: www.brooklynunderwriting.com.au



ABOUT THE INSURER

This insurance is underwritten by Brooklyn for and on behalf of XL Insurance Company SE, Australia branch (the Insurer) in accordance with the Binding Authority Agreement between the two parties. The Insurer is an APRA-authorised insurance company that enables our partners to provide innovative, tailor-made solutions to their clients.

Listed below are the Insurer's current Insurer Financial Strength Ratings:

AM Best A+
Standard & Poor's AA
Fitch Ratings AA
Moody's Aa3

YOUR DUTY OF DISCLOSURE

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

It is important that all information provided in support of Your application for insurance is understood by You and is correct, as You will be bound by Your answers and by the information provided by You. If You do not understand any part of this notice, You should obtain independent advice.

Your duty of disclosure continues after Your application for insurance has been completed up until the contract of insurance is entered into.

NON-DISCLOSURE

If You:

- (i) failed to disclose any matter which You were under a duty to disclose to the Us, or
- (ii) made a misrepresentation to the Us before this Policy was entered into and if We would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation then -
- (a) Our liability in respect of any claim will be reduced to an amount to place Us in the same position in which We would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
- (b) if the non-disclosure or misrepresentation was fraudulent, We may avoid this Policy.



NON-DISCLOSURE

Brooklyn collects personal information in order to provide its various services which include insurance broking, claims management, risk management consultancy, underwriting management, and reinsurance.

If the personal information Brooklyn requests from You is not provided, Brooklyn or any involved third party may not be able to provide the appropriate services.

Brooklyn discloses personal information to third parties who are involved in the provision of Our services. For example, in arranging and managing Your insurance needs Brooklyn may provide information (including sensitive information such as health information) to insurers, reinsurers, other insurance intermediaries, it's advisors such as loss adjustors, lawyers and accountants, and other parties involved in the claims handling process.

By submitting Your Proposal and continuing to deal with Us, You confirm on Your behalf and/or on behalf of those You represent consent to Brooklyn and these parties collecting, using and disclosing personal and sensitive information about You.

Brooklyn has a duty to maintain the confidentiality of its client's affairs which includes their persona I information. Our duty of confidentiality applies except where disclosure of Your personal information is with Your consent or required by law.

Brooklyn may make use of Your personal information to provide You with information about its products and services. Simply contact the Brooklyn Privacy Officer on the details below if You would like to:

- Access the personal information Brooklyn holds about You
- Update or correct the information Brooklyn holds about You
- Discuss Your privacy concerns
- Be removed from the mailing list to receive information about Brooklyn products and services

Privacy Officer
XL Insurance Company SE
trading as Brooklyn Underwriting
Angel Place, Level 28
123 Pitt Street
Sydney NSW 2000
t: (02) 8270 1790
e: privacyaustralia@axaxl.com

DECLARATION

This declaration must be completed and signed by or on behalf of the party applying for insurance.

I/We

a) declare that:

- i. the answers and information given by me/us in this Application are true and correct in all respects;
- ii. no information has been withheld that would affect Brooklyn's decision to accept this Application;
- iii. where answers in this Application are not my/our own handwriting, they have attached supplementary pages providing the additional information required;
- iv I/we have read and understood the clauses detailed under the Important Notices section at the front of this Application;
- v. if there was insufficient space to fully answer any questions, I/we have attached supplementary pages providing the additional information required.
 - b) Authorise Brooklyn (the insurer) to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
 - c) Have received a copy of the Policy terms and conditions and agree to be bound by the terms and conditions in it.

SIGNATURE/DATE			
Insured Signature:	Date:	/	/
Insured Title:			