

# Public & Products Liability Renewal Declaration Form

## IMPORTANT NOTICES

Any terms used in this declaration that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this declaration.

## DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

### What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

### Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the Policy.

### What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the Policy and/or reduce our liability under the Policy in respect of a claim. If fraud is involved, we may treat the Policy as if it never existed, and pay nothing.

## UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984.

## RENEWAL PROCEDURE

Before the Policy expires we will advise you/the Insured via their intermediary, or the Named Insured, whether we intend to offer renewal and if so on what terms.

This advice also applies for any offer of renewal we may make, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to satisfy yourselves that the details are correct. In particular, check the Limits of Liability, any applicable sub-limits amounts and Deductible(s) applicable, and to ensure the levels of cover are appropriate.

Please note that you/the Insured need to comply with the duty of disclosure before each renewal.

## PRIVACY STATEMENT

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

### Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

### What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

### How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

### Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au).

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

### More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au) or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

**Privacy complaints:** We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,  
Arch Underwriting at Lloyd's (Australia) Pty Ltd,  
Level 10, 155 Clarence Street, Sydney NSW 2000  
or email [complaints@archinsurance.com.au](mailto:complaints@archinsurance.com.au)

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

**Your Choices:** By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

## RENEWAL DECLARATION FORM

Name of Insured:			
ABN:			
Policy Number:		Expiry Date	____/____/____
Name of Broker			

The above Policy is due to expire at 4:00pm on the date shown above. To enable us to consider renewal terms and conditions please provide us with the following information 14 days prior to the expiry date. Cover will cease at 4:00pm on the Expiry Date shown unless you have provided us with the information requested and we have agreed to renew your Policy.

### 1. GENERAL INFORMATION

- (a) Please provide a description of the Insured's business activities and products (if applicable) and details of any changes in operation in the last 12 months or anticipated in the coming year.

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- (b) Has the Insured discontinued manufacturing, processing or handling any products within the last 12 month?

Yes  No

If Yes, please provide full details:

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- (c) Please provide an updated schedule of properties owned or occupied and the occupancy therein.

**2. DETAILS OF WAGES AND TURNOVER**

STATE	WAGES		TURNOVER	
	Actual last 12 Months	Estimated Next 12 months	Actual Last 12 months	Estimated next 12 months
ACT	\$			\$
NORTHERN TERRITORY	\$			\$
NSW	\$			\$
QUEENSLAND	\$			\$
SOUTH AUSTRALIA	\$			\$
TASMANIA	\$			\$
VICTORIA	\$			\$
WESTERN AUSTRALIA	\$			\$
OVERSEAS	\$			\$
<b>TOTAL</b>	<b>\$</b>			<b>\$</b>

**3. LABOUR HIRE**

(a) Does the Insured use personnel supplied by labour hire companies to perform work in their business operations?  
 ..... Yes  No

If YES, please provide annual payment details;

Clerical &/or 'white collar'	\$
All other labour hire personnel – please advise activities	\$

(b) Please provide copies of the indemnity and insurance clauses of agreements entered into with the labour hire company.

**4. CONTRACTORS & SUB CONTRACTORS**

(a) Are any Contractors or Sub-Contractors engaged? If yes, please provide annual payment details;

Clerical &/or 'white collar'	\$
Cleaning & Security personnel, technicians/repairers etc. – temporary (own premises)	\$
All other subcontractors – please advise activities	\$

Are ALL contractors/sub contractors required to indemnify the Insured as a Principal under their Liability & Workers Compensation policies? Yes  No

If yes, please provide details of procedures in place to ensure compliance with these requirements.

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**5. ASSUMPTION OF LIABILITY**

Does the Insured 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.

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**6. EXPORTS**

Where sales/ products are made/ exported overseas, please supply details below:

Exported To	Product Description	End Use	Annual Turnover \$

**N.B. Any insurance for exports to USA and/or Canada may require completion of a separate declaration.**

**7. IMPORTS**

Does the Insured import products where the manufacturer is not represented in Australia? Yes  No

If YES, please supply details;

Country imported from	Product Description	End Use	Annual Turnover \$

**8. WELDING / HOTWORKS**

Is welding/hotworks performed by the Insured? Yes  No

If Yes, please advise to which Standard the Insured operates Yes  No

If Yes, please detail type of work:

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**9. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**

Does the Insured have property in its care, custody or control? Yes  No

**Note: Cover is limited to the standard \$500,000 sub-limit unless we have agreed in writing to a higher amount**

If yes, please provide brief details including the total value of the property.

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**10. PRODUCT RECALL**

Have any products been the subject of a recall notice in the past 5 years? Yes  No

If yes, please provide details.

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**11. CLAIMS, INCIDENTS OR CIRCUMSTANCES**

Have any claims, incidents or circumstances occurred that may give rise to a claim under this Insurance, that has not been advised to us? Yes  No

If yes, please provide details.

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**12. INSURANCE HISTORY**

Was this liability cover insured with an underwriter other than through Arch Insurance during the last 5 years? Yes  No

**If yes, please provide details of updated claims experience for this preceding period on Insurer letterhead.**

## DECLARATION

I/WE declare that we have read the important notices contained in this form and I/WE understand those notices. I/WE declare that the statements and particulars in this declaration are true and that I/WE have not misrepresented or suppressed any material facts. I/WE undertake to inform insurers of any material alteration to these facts whether occurring before or after completion of the Policy of Insurance.

I confirm that I am authorised by the Named Insured and its partners/principals/directors (if applicable) to complete this declaration and to accept the quotation terms for this insurance on their behalf.

<b>Name and Title</b>	
<b>Date</b>	
<b>Signature</b>	

*Signing of this Declaration does not bind the Named Insured or the Underwriters to complete or enter into a Policy. The Declaration form should be signed by the Chef Executive Officer (Managing Director), Chairman or Chief Risk Officer and/or Chief Financial Officer (or equivalent)*