

# Liability Renewal Declaration – Rail

Please ensure you have read the Important Notices at the end of this document. You are required to comply with your Duty of Disclosure obligations & answer all questions truthfully.

## 1. THE INSURED

a) Full name/s of proposed Insured including subsidiaries:

<b>Company Name(s)</b>	<b>A.B.N. (or A.C.N.)</b>	<b>I.T.C.%</b>
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b) Website:

c) Contact phone number:

## 2. MATERIAL CIRCUMSTANCES

a) After investigation, has there been any contractor, labour hire worker or any other type of third party worker injured at your premises/worksite, or involving your business or business activities? YES NO  
If "YES", please complete the table below.

Date of Incident	How did it occur? (e.g. cause, the activity, etc)	Type/nature of injuries	Type of medical treatment?
/ /			
/ /			

b) After investigation,

- i. Have there been any changes to the loss and/or claims history you have previously declared? YES NO
- ii. Are there any new or other losses and/or claims that you have not previously declared? YES NO
- iii. Are there any other matters or circumstance – historical or otherwise – related to this insurance? YES NO

If "YES", please complete the table below.

Date of Loss	Details of the claim/loss or circumstance	If a claim, is it Open or Closed	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

- c) After investigation, in respect of the Insured and its principals, Directors and/or officers:
- |   |     |    |
|---|-----|----|
| i. Are there any circumstances for which you paid a penalty, or could be required to pay a penalty?   | YES | NO |
| ii. Has any regulator or enforcement agency issued <u>any</u> type of notice (including any improvement, prohibition, penalty or stop/cease-work notice), or commenced an investigation or prosecution for a workplace/occupational health & safety issue, or any other business practice(s)? | YES | NO |
| iii. Ever been subject to disciplinary proceedings for professional misconduct or strike-off action by any industry body or government regulator/body?  | YES | NO |
| iv. Are there any changes to the information already disclosed in respect of any criminal charges, convictions, appointment of an administrator or liquidator, or bankruptcy?   | YES | NO |

If "YES" to any question above, please provide full details:

### 3. DETAILS OF YOUR BUSINESS ACTIVITIES

- a) Please state your **gross** annual turnover (i.e. BEFORE any deductions) for each activity below according to:

Activities	Actual for the <u>past year</u>	Estimated for <u>next year</u>
Project or construction management (i.e. non-physical work only)	\$	\$
Other consulting (i.e. non-physical work only)	\$	\$
Product import/manufacture for rolling stock	\$	\$
All other product import/manuf. (excluding installation & rolling stock)	\$	\$
Piling/shoring/underpinning only	\$	\$
Any directional drilling/boring (including horizontal directional drilling)	\$	\$
Any tunnelling work	\$	\$
Any other type of drilling/boring	\$	\$
Earthworks or excavation (excluding <u>any</u> drilling/boring/piling/shoring)	\$	\$
Service/install or any other work on rolling stock	\$	\$
Service/install of railway signalling & the like	\$	\$
Service/install of railway level crossings	\$	\$
Service/install of rail line &/or points	\$	\$
Service/install of overhead wiring, substations &/or high voltage lines	\$	\$
Service/install of trackside troughs/troughing	\$	\$
Welding of the rail line	\$	\$
Any other mechanical, electrical, plumbing or carpentry services	\$	\$
Own/manage rail infrastructure (incl. any siding or shunting yard)	\$	\$
Asbestos Liability for asbestos removal work only	\$	\$
Other – please specify:	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

- b) Please provide an approximate breakdown of your estimated gross annual turnover by State/Territory & Overseas:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas
%	%	%	%	%	%	%	%	%

- c) Have there been any changes to your business or business activities over the past 12 months? YES NO  
If "YES", please provide a full description of your business activities & state the changes:
- d) In respect to your drilling/boring &/or tunnelling activities, what is maximum diameter which you will drill/bore for:
- i. Any directional drilling/boring (including horizontal directional drilling or HDD): millimetres
  - ii. Any other type of drilling/boring (excluding any tunnel/tunneling): millimetres
  - iii. Any tunnel/tunnelling: metres
- e) Do you hold:
- i. A current asbestos removal licence? YES NO
  - ii. The required trade licences/permits & tickets for all your other business activities? YES NO
- f) How much of your work is underground work? %
- g) Do you hire out any employees to third parties on a labour-hire basis? YES NO  
If "YES", please state your estimated **gross** annual turnover: \$
- h) Do you conduct business operations or activities:
- iv. Do you provide &/or do you assume any responsibility from Network Control Officers (NCO)? YES NO
  - v. Overseas or involving off-shore work platforms? YES NO
  - vi. Over or above water? YES NO
  - vii. Involving watercraft, aircraft, or hovercraft? YES NO
  - viii. Involving welding? YES NO
  - ix. Involving blasting? YES NO
  - x. Involving cranes, rigging, or scaffolding? YES NO
  - xi. At or within any power generation sites, or on or around any power generation equipment? YES NO
  - xii. At or within any water treatment sites, or on or around any water treatment equipment? YES NO
  - xiii. At or within any data centres? YES NO
  - xiv. At or within any commercial ports or passenger terminals? YES NO
- If "YES", please provide full details including the overseas locations, circumstances & type of work:
- i) Do you continue to handle and dispose all waste lawfully? YES NO
- j) Do you continue to have quality control procedures in place for all your products? YES NO
- k) Are there any changes to the products that you manufacture, import, export, re-package &/or distribute? YES NO
- l) Are any of your products used in aircraft, vehicles, watercraft, or hovercraft, or at power stations, chemical/petrochemical plants, or mining/drilling sites? YES NO
- m) Have you ever recalled a product because of a potential or actual defect or safety hazard? YES NO
- n) Further to the contractual arrangements you declared last year, are there any changes (including additional contracts you have entered into) since last year? YES NO  
*Note: Cover for such contracts is excluded unless the Policy has been endorsed to specifically note such contract.*

If "YES" to any question d)-g) (above), please provide full details:

**4. ESTIMATED PAYROLL & CONTRACTOR/LABOUR HIRE FEES**

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a) Please state your estimated annual payroll including the remuneration of Principals, Directors, & Partners:

	Gross Payroll or Gross Fees	No. of People
Management, Directors & all employees	\$	
Contractors/subcontractors fees – material &/or labour	\$	
Labour hire	\$	
Other (please specify)	\$	
<b>Total</b>	<b>\$</b>	

b) For all contractors/subcontractors, do you always confirm they hold a current policy for:

i. Workers Compensation insurance?	YES	NO
ii. Liability insurance?	YES	NO

**5. DETAILS OF PREMISES**

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Please provide details of ALL premises occupied for the purpose of conducting your business or/for which you require liability insurance as a property owner. **WARNINGS:** 1. Properties not listed will not be covered. 2. Notwithstanding 1, Underwriters make the final decision on which properties are covered

Location	Occupied As	Owned or Leased
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**6. PERIOD OF INSURANCE**

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From:        /        /        at 4pm        To:        /        /        at 4pm

**7. LIMIT(S) OF INDEMNITY**

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Are any changes required to the Limit(s) of Indemnity?        YES        NO

If "Yes", please complete the following:

a) Public & Products Liability	\$	e) Errors & Omissions Liability	\$
b) Care, Custody & Control	\$		
c) Statutory Liability	\$		
d) Asbestos Liability (in the aggregate during the Period of Insurance) "Claims Made" basis	\$		
		Occurrence basis	\$

## 8. DECLARATION

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I/We

- a) Declare that:
  - i. I/we have read and understood the clauses detailed under the Important Notices section at the rear of this document;
  - ii. the answers and information given by me/us in this Declaration are true and correct in all respects;
  - iii. no information has been withheld that would affect the underwriter's decision to accept this document;
  - iv. where answers in this document are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct.
- b) Understand that Underwriters may require more specific or supporting information based on what I/we have disclosed including verified financial records, copies of trade licenses, and an updated claims history on the insurer's letterhead.
- c) Authorise the Underwriters 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.
- d) Understand that if Underwriters quote, my/our insurance cover will be per the terms quoted by Underwriters.
- e) Acknowledge that Underwriters and their agents reserve the right to decline this document and our insurance.
- f) Acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

NAME:

TITLE/ROLE:

SIGNATURE:

DATE:            /        /

# IMPORTANT NOTICES

## Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

**If you do not tell us something:** If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

## We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

## Insufficient Space in this Renewal Declaration Form

If there is insufficient space in this declaration form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

## Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

## Claims Made Notice for Asbestos Liability, Statutory Liability, Professional Indemnity, Errors & Omissions Extensions, and Contractors Environmental Liability Extensions

The Asbestos Liability (when offered as a 'claims made' cover), Statutory Liability, Professional Indemnity, Errors & Omissions, and Contractors Environmental Liability extensions are 'claims made' covers. This means that these extensions cover you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

These extensions do not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, these extensions, by their terms, do not provide cover for claims made after the expiry of the period of insurance provided by the extensions.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the underwriter:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the period of insurance.

Ph: 02 9950 4000

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PO Box R753, Royal Exchange NSW 1225

**Sterling Insurance Pty Limited**

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[www.sterlinginsurance.com.au](http://www.sterlinginsurance.com.au)