

# Miramar General and Products Liability Insurance Proposal Form

## IMPORTANT NOTICES

### BINDER AGREEMENT

The contract of insurance is arranged by Miramar Underwriting Agency Pty Ltd (ABN 97 111 534 797, AFSL 314176) ('Miramar') acting under a binding authority as agent for the Insurer(s), certain underwriters at Lloyd's. Miramar does not act as Your agent.

### DEFINED TERMS

Some words used in this Proposal Form ('Proposal') have a special meaning as defined in the Policy wording and such other documents which make up the Policy which contain definitions.

### YOUR 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 this duty until We agree to insure You.

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.

### PRIVACY STATEMENT

In this Privacy Statement the use of "We", "Us" and "Our" means the Insurer(s) and Miramar unless specified otherwise. We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of this Policy.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance Policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. See the Privacy Policies/Notices set out below for further information.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance Policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance Policy and respond to any claim that You make.

Our privacy policies contain information on how You may access personal information that each of Us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access certain underwriters at Lloyd's Privacy Notice at <https://www.lloyds.com/help/privacy> and Miramar's Privacy Policy at [miramaruw.com.au](http://miramaruw.com.au)

### INADEQUATE SPACE TO ANSWER

If there is inadequate space to answer any questions or You need to disclose something to Us because of Your Duty of Disclosure, please attach a separate piece of paper to this Proposal giving full details of additional information.

## THE APPLICANT(S)

Your full name and trading name if applicable:

<input type="text"/>	<input type="text"/>
FIRST NAME	LAST NAME

Trading name:

Tax status:

Registered business  Yes  No

ABN

Taxable  %

Contact details:

<input type="text"/>	<input type="text"/>
PHONE NO.	EMAIL

Address:

<input type="text"/>	<input type="text"/>
STATE	POSTCODE

Period of Insurance:

<input type="text"/>	<input type="text"/>
FROM DD/MM/YYYY	TO DD/MM/YYYY

## GENERAL INFORMATION

- 1 Have You or any partner or director in the Business ever been bankrupt?  Yes  No
- 2 Have You or any partner or director in the Business ever been involved in a company or business which became insolvent or subject to any form of insolvency or voluntary administration (e.g. liquidation or receivership)?  Yes  No
- 3 Have You or any partner or director in the business ever been convicted of any criminal offence (other than minor traffic convictions)?  Yes  No
- 4 Have You had any insurance declined or cancelled, renewal refused, claim rejected or special terms imposed by an insurer?  Yes  No
- 5 Have You had any claims made against You (whether insured or not) or have You recalled any of Your Products during the last 7 years? If 'Yes', please provide dates of losses, values and circumstances including any underwriter claims histories. Please also provide an outline of preventative/corrective action taken as a result.  Yes  No

If 'Yes' to any of the above, please provide details:

## INDEMNITY LIMIT

Limit of Liability required:

Excess:

## TURNOVER

Turnover/Revenue

Activity split

% or \$

1.

2.

3.

State split

NSW

VIC

QLD

WA

SA

TAS

ACT

Overseas

## ESTIMATED PAYROLL

Payroll \$

No. of staff

Do You employ contractors, sub-contractors or labour hire?

Yes  No

If 'Yes', please complete **1** to **6** below.

### ESTIMATED ANNUAL PAYMENT

**1** Estimated annual payment:

\$

**2** Nature of work usually carried out:

**3** Do You ensure contractors, sub-contractors and labour hire personnel carry their own General/Public Liability cover?

**4** Are You always named as principal on contractors' and/or sub-contractors' liability policy?

Yes  No

**5** Do contractors, sub-contractors and labour hire personnel undergo a documented induction or training program?

Yes  No

**6** Do You have health and safety policies and procedures that document Your systems of work?

Yes  No

### DETAILS OF THE BUSINESS/PREMISES

**1** Please state the full details of Your Business operations (including subsidiary companies) including design, formulation, manufacturer, distribution, servicing, welding and other hot work. Please attach product brochures, latest annual reports and other pertinent matters.

**2** Do You have representation outside Australia?

Yes  No

If 'Yes', where and what is the nature of Your representation in such country (e.g. domicile employee, power of attorney, branch subsidiary, agency, etc.)?

**3** Number of years in this Business?

Years

**4** Location of premises owned and/or occupied:

Leased

Occupied

**5** Do You or does anyone on Your behalf operate, manage or own or offer or in any way are connected with any of the following:

a. First aid facility?

Yes  No

b. Pressure vessels?

Yes  No

c. Car parks?

Yes  No

d. Lifts, escalators, hoists, cranes?

Yes  No

e. Unregistered Vehicles?

Yes  No

f. Work undertaken at/on railways, airports or ports?

Yes  No

**6** Do You or does someone on Your behalf perform any work away from the premises stated above?

Yes  No

**7** Do You store, transport, use or handle any hazardous goods e.g. chemical, radioactive materials, gases, etc.?

Yes  No

**8** Does Your operation/Business create trade waste?

Yes  No

If 'Yes' to any of the above, please provide details:

## CARE, CUSTODY AND CONTROL

Coverage is provided for property in Your care, custody and control subject to terms, conditions, limits and exclusions contained in the Policy wording.

1 What limit of indemnity do You require?

\$

2 Provide brief details of the property:

## PRODUCT INFORMATION / GEOGRAPHICAL LIMITS

### THE FOLLOWING DETAILS ARE REQUIRED FOR IMPORTED PRODUCTS ONLY

Turnover from imported goods:

\$

Countries imported from:

Are imported Products repackaged or modified prior to sale?

Yes

No

If 'Yes', provide full details:

### THE FOLLOWING DETAILS ARE REQUIRED FOR EXPORTED PRODUCTS ONLY

Turnover from exported goods:

\$

Countries sold to:

Are all exported Products in Your possession or control prior to being sent overseas?

Yes

No

Do You maintain rights of recourse with suppliers?

Local

Yes

No

Overseas

Yes

No

Coverage for PRODUCTS EXPORTED TO USA OR CANADA is excluded from this insurance. Coverage will be provided only if specifically agreed by the Insurer(s) and then subject to additional terms and conditions and payment of an additional Premium. A USA/Canada export questionnaire may have to be completed.

### PLEASE REFER TO THE POLICY WORDING FOR DETAILS REGARDING GEOGRAPHICAL LIMITS.

1 Do You distribute Your Products?

Yes

No

2 Do You install Your Products?

Yes

No

3 Do You have quality control procedures in place?

Yes

No

If 'Yes', provide full details:

4 Are Your Products subject to any Australian or international standard?

Yes

No

If 'Yes', provide full details:

5 Do You have recall procedures in place?

Yes

No

If 'Yes', provide full details:

## CONTRACTUAL LIABILITY

Coverage for liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality concerning Your Products, or specifically agreed contracts.

Do You 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 (other than lease liability).

THESE QUESTIONS REFLECT THE KEY FACTORS THAT ARE TAKEN INTO ACCOUNT WHEN DETERMINING YOUR PREMIUM.

## DECLARATION AND SIGNATURE

I declare that:

I have read and understood my duty of disclosure and the Privacy Statement contained in the Important Notices set out in the Proposal.

I am authorised to complete and sign this declaration on behalf of all the applicants.

I confirm that the answers and statements in this Proposal are true and correct and I have not withheld any information which may affect the decision to accept this Proposal or the terms and conditions of any insurance provided.

I understand that if this Proposal is accepted, the insurance cover will be subject to the terms and conditions set out in the Policy.

I acknowledge that the particulars and statements contained in this Proposal shall form the basis of the contract of insurance should a Policy be issued.

I further acknowledge that Miramar on behalf of the Insurer(s) may decline this Proposal.

I consent to Miramar and the Insurer(s) collecting, storing, using and disclosing personal information as set out in the Privacy Statement. Where I have provided personal information on behalf of another person, I have complied with my obligations as set out in the Privacy Statement.

I understand that this insurance does not operate until Miramar issues the Schedule and the Premium has been paid (except for any cover provided under an interim contract of insurance).

Applicant

Name

Title/position

Signature

Date (DD/MM/YY)