

Proposal Form

Resource Industry Liability Contractors and/or Consultants



General Information Relating to this Policy

Please read the following advice before proceeding to complete this Proposal Form

Duty of Disclosure

Under the *Insurance Contracts Act 1984* (Cth), you have a Duty of Disclosure. Before you enter into, renew, vary, extend or reinstate your Policy, you are required to tell us everything you know and that a reasonable person in the circumstances could be expected to know, any matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and on what terms.

You do not have to tell us about any matter:

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer; or
- which we indicate we do not want to know.

If you do not tell us:

If you do not comply with your Duty of Disclosure, we may reduce or refuse to pay a claim or cancel your Policy.

If your non-disclosure is fraudulent, we may treat this Policy as never having been in effect.

Privacy Collection Statement

At DUAL Australia Ltd ('DUAL Australia'), we are committed to protecting your privacy and complying with the *Privacy Act 1988* (Cth) ('Privacy Act').

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else, you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies). We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at privacy@dualaustralia.com.au or access it via our website using the following [link](#).

The General Insurance Code of Practice

DUAL Australia has adopted the General Insurance Code of Practice ('Code'). The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Dispute Resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 10 working days. If you would like to make a complaint or access our internal dispute resolution service, please contact our office.

Cooling Off Information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund.

To do this, you must notify us in writing within 15 days from the date the Policy commenced.

This cooling-off period does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights, however certain amounts may be deducted for administration costs or any non-refundable taxes.

Key Rating Factors

In determining the premium applicable to your Policy, several key rating factors are considered including your occupation, revenue, number of employees payroll, period of time spent on site and your past claims history.

Coverholder Facility

DUAL Australia is an authorised Lloyd's of London (Lloyd's) Coverholder and is acting as an agent of the underwriters for this insurance.

Resource Industry Liability is underwritten by certain underwriters at Lloyd's.

Notification of Occurrences or Events, which may give rise to a Claim

If during the period of this Policy, you become aware of any occurrence which may give rise to a Claim under the Policy and during the period of insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this Policy whenever such Claim may actually be made.

All notifications of claims and circumstances should be addressed to:

The National Claims Manager:

By Email: claims@dualaustalia.com.au

or by mail to:

GPO Box 7101

Sydney NSW 2001

Australia

Section 1

Details of the Proposer

1. Full Name of the Insured: _____
2. ABN / ACN: _____ Website: _____
3. Business Address: _____

4. Postal Address (if different from above): _____

5. Date business established: ____ / ____ / ____
6. Please confirm relevant industry experience: _____

7. Date insurance is to take effect: ____ / ____ / ____
8. Your Occupation and/or Business: _____
9. Description of all activities: _____
10. Details of your business activities (Please provide a percentage breakdown for each activity below – total must equal 100%):

Activity	Above ground %	Underground %	Staff Numbers
Drilling Contractor			
Blasting Contractor			

Activity	Above ground %	Underground %	Staff Numbers
Electrical Contractor			
Mining Consultant - non-manual work			
Repair/Service of Mobile/Static Plant			
Diesel Fitter/Mechanic			
Construction Manager			
Engineering Services			
Maintenance Consultant			
Plant and Equipment Hire			
Training			
Mine Manager/Supervisor			
Boilermaker			
Longwall Support			
OH&S Officer/Safety Inspector			
Quarrying			
Mine Shut Downs			
Geologists (Non-manual)			
Geologists (Manual)			
Environmental Consultants (Non-Manual)			
Environmental Consultants (Manual)			
Earthmoving Contractors			
Mining Consultant - Manual			
Formwork/Concrete Works			
Sales			
Plant Operators			

11. If you are undertaking any blasting activities are you duly licensed? Yes [] No []

Describe nature and frequency of blasting activities: _____

12. Do you undertake any manual work? Yes [] No []

If YES, describe the exact nature of the manual work and whether you undertake this work in underground mine sites:

Approximately what percentage of your activities would be regarded as manual work (please tick):

0% - 25% [] 26% - 50% [] 51% - 75% [] 76% - 100% []

13. Please confirm if personnel supplied by labour hire companies are used in your business operation: Yes [] No []

If YES, number of personnel and type of work undertaken: _____

Does the Labour Hire company provide Public Liability and Workers Compensation insurance for their personnel? Yes [] No []

14. As part of your Occupation / Business, do you manufacture, modify, sell, supply or install any goods, parts or components? Yes [] No []

If YES, please fully describe the goods / parts or components (if applicable, please attach a product brochure):

Do goods, parts or components you manufacture, modify, sell, supply or install comply with appropriate federal and state / territory laws and regulations? Yes [] No []

If NO, please advise why: _____

Have you obtained ISO9002 Accreditation for any goods, parts or components you manufacture, modify, sell, supply or install? Yes [] No []

If YES, please advise date of accreditation: _____

If NO, please advise why: _____

15. Do you have any employees? Yes [] No []

If YES, how many? _____ Estimated annual payroll: \$ _____

16. Do you engage Contractors and/or Sub-Contractors to undertake any activities of your business on your behalf? Yes [] No []

(Note: Cover does not extend to cover for their own action sub-contractors. This question is for underwriting information purposes only).

If YES, please state:

a. Type of work undertaken: _____

b. Estimated Annual Payments: _____

c. Estimated number of Contractor and/or Sub-Contractor Employees: _____

d. Do all Contractor and/or Sub-Contractor Employees work under your direct supervision or control? Yes [] No []

If NO, please advise why: _____

- e. Are all Contractor and/or Sub-Contractor Employees work required to carry their own Public Liability and Workers Compensation Insurance? Yes [] No []

If NO, please advise why: _____

17. Fees/Revenue/Sales (please indicate which form of income applies to your business): _____

a. What was your actual income for the previous year? _____

b. What is your estimated income for the forthcoming year? _____

c. With regard to your estimated income, what percentage is derived from mining/resource based clients: _____%

18. In the course of your activities, do you or your employees travel to and undertake work at any of the below? Yes [] No []

If YES, please state next to each answer the major locations, how often and average duration of each trip.

a. Offshore oil/gas facilities: Yes [] No []

b. Onshore oil/gas facilities: Yes [] No []

c. Mine Sites – Surface Operations: Yes [] No []

d. Mine Sites – Underground: Yes [] No []

e. Any other Site away from the office: Yes [] No []

f. Any Overseas, Offshore/Onshore facilities, Mine Sites or other Sites: Yes [] No []

19. What is the total time you estimate you will spend at all of these facilities (weeks per year)? _____

20. Do you contractually exclude any responsibility for consequential loss and business interruption suffered by your clients? Yes [] No []

21. a. Have you (or any person or party comprising the Insured) ever made a claim or suffered a loss or had a claim declined including Worker to Worker and Subrogation claims or losses in the past five years? Yes [] No []

If YES, please provide full details including date, circumstances and quantum:

- b. Are you (or any person or party comprising the Insured) aware of any circumstances which may give rise to a claim? Yes No

If YES, please provide full details: _____

22. Have you (or any person or party comprising the Insured) ever been / had:

- a. Declined insurance? Yes No
- b. Refused renewal of a policy? Yes No
- c. A policy cancelled? Yes No
- d. A policy endorsed to include additional terms, premium loadings or deductibles imposed? Yes No
- e. Declared Bankrupt, Insolvent or had an Administrator/Liquidator appointed? Yes No
- f. Been convicted of or charged with any criminal offence in the past ten (10) years? Yes No

If YES to any of the above, please provide full details including dates and the circumstances:

23. Please indicate what Limit of Indemnity you require:

\$10,000,000

\$20,000,000

24. **Stamp Duty / Charges:** Please state the total number of employees and/or percentage of your business located in the following states and overseas.

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	O/S	Total

Section 2

Declaration

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this Proposal and the inception date of the insurance to which this Proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' at the beginning of this Proposal.

The undersigned acknowledges that they have read the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

Full Name: _____

Position: _____

Signature: _____ Date: / /

IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT, PLEASE CONTACT THE BROKER OR AGENT, SINCE NON-DISCLOSURE MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY.

DUAL Australia recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence).

HOW TO CONTACT DUAL AUSTRALIA PTY LTD

Address: DUAL Australia Pty Ltd
GPO Box 7101
Sydney NSW 2001
Australia

Telephone: 1300 769 772 (If dialling from outside Australia +61 (02) 9248 6300)

E-mail: dualenquiries@dualaustralia.com