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# Contractor's Pollution Liability

NEW BUSINESS

PROPOSAL FORM

[libertyspecialtymarkets.com.au](http://libertyspecialtymarkets.com.au)



**Liberty**  
Specialty Markets



#### IMPORTANT NOTICE

The information provided in this proposal will form the basis of any contract of insurance entered into. Please read the following notices carefully and ensure you answer all questions in full and read and sign the Declaration at the end.

#### FOR CLAIMS MADE INSURANCE

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- pollution conditions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

#### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

This includes but is not limited to every fact and matter that you know, or could reasonably be expected to know that might give rise to a claim against you. This may also include information which is additional to the questions asked in this proposal form.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. This means that prior to renewal or any policy variations, as well as advising of new information, you also need to advise the insurer of any changes to the facts previously notified.

Your duty however does not require disclosure of matter:

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

**NON DISCLOSURE**

If you fail to comply with your duty of disclosure or make a material misrepresentation to us, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning and therefore decline to pay any claim. This means that your policy would be deemed to have never existed and no claims would be payable.

**PRIVACY NOTICE**

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited) (**Liberty**). It is a member of Boston-based Liberty Mutual Group. Liberty Australia's head office contact details are:

Address: Locked Bag 18, Royal Exchange NSW 1225, Australia

Phone: +61 2 8298 5800

Liberty is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information.

Liberty collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. Liberty passes it to third parties involved in this process such as Liberty's related companies, reinsurers, agents, loss adjusters and other service providers. We may store your information with third party cloud or other types of networked or electronic storage providers. Third parties may be located locally or overseas in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia. Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from Liberty. If you do not provide the personal information Liberty or other relevant third parties require to offer you specific products or services, Liberty may not be able to provide the appropriate type or level of service.

If you wish to gain access to or correct your personal information, make a privacy complaint, or if you have any query about how Liberty collects or handles your personal information please write to Liberty's Privacy Officer at the address above or by emailing: [privacy.officer.ap@libertyglobalgroup.com](mailto:privacy.officer.ap@libertyglobalgroup.com). To obtain a copy of Liberty's Privacy Policy go to Liberty's website ([www.libertyspecialtymarkets.com.au](http://www.libertyspecialtymarkets.com.au)) or request a copy from Liberty's Privacy Officer.

When you give Liberty personal or sensitive information about other individuals, Liberty relies on you to provide its Privacy Notice to them. If you have not done this, you must tell Liberty before you provide the relevant data.

INSTRUCTIONS

**Important:** Please answer all questions fully. If any section does not apply, please indicate with N/A. All questions will be deemed to be answered in respect of all entities & persons to be insured under this policy. If the space provided is insufficient please include attachments on your company letterhead.

This application must be signed and dated by an owner, principal or other duly authorised person. Please submit the following with this application:

- Standard client and sub-contractor contract documents used
- Representative Project Listing with descriptions
- Attach a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured)

APPLICATION FOR CONTRACTOR'S POLLUTION LIABILITY

THE INSURED

1. Named Insured
  
2. Address
  
3. Website address
  
4. Period of Insurance
 

From		at 4pm Local Standard Time
To		at 4pm Local Standard Time

5. Project Details (one off contract/project specific)

6. Project Name

7. Project Period

From:

To:

COVERAGE DETAILS

8. Limits

Occurrence Limits

Aggregate Limit

\$

\$

9. Deductible

\$

*If you require further options, please discuss with your broker*

COMPANY OPERATIONS

10. Operations of the Named Insured

11. Which States and Countries do you operate in?

ACT	NSW	NT	QLD	SA	TAS	VIC	WA
%	%	%	%	%	%	%	%
Australia			New Zealand		Other		
			%			%	%

12 . If "other", please list countries below

**TURNOVER OR CONTRACT VALUE**

13. Actual Revenue Current Period of Insurance	\$
14. Estimated Revenue for forthcoming Period of Insurance	\$
15. Actual Wages Current Period Of Insurance	\$
16. Estimated Wages for forthcoming Period of Insurance	\$
Or	
17. Contract Value	\$

**ACTIVITIES**

<b>18. Activities</b>	
General construction (including electrical, carpentry, plumbing, painting, concrete, steel)	%
General earthmoving, excavation, grading and site preparation	%
Demolition / dismantling/ drilling / dredging / marine / industrial facility maintenance / landfill O&M	%
Soil and groundwater remediation, recycling / packaging of hazardous materials	%
Underground work: installation of pipelines, underground storage tanks, mining support	%
Hazardous waste treatment	%
Energy services (oil and gas)	%
Total Percentage	%

19. What Pollution / Environmental Risk Management Procedures are in place? (Please provide a copy of the Environmental Management Plan)

20. Do you select, arrange for the transportation of, or transport hazardous waste to treatment, storage or disposal facilities? Yes      No  
If Yes, please explain:

21. Do you own, operate, rent or lease a treatment, storage or disposal facility Yes      No  
If Yes, please explain:

22. Have you entered into any Joint Venture Agreements to which this insurance should apply? Yes      No  
If yes, please explain and attach a copy of Articles of Joint Venture Incorporation

23. Use of Written Contracts

Does your contract contain a limitation of liability provision?

Yes

No

If Yes, please explain:

24. Who reviews contractual agreements on your behalf?

25. Do you subcontract contracting services?

Yes

No

If Yes, please specify the service and the total gross turnover:

**Service**

**Total Gross Turnover**

\$

\$

\$

\$

\$

\$

26. Do you use written contracts with your subcontractors?

Yes

No



CYBER SECURITY

27. Does the company have an established Cyber Security Strategy in place that extends beyond data protection? Yes No

28. How does the company ensure that cyber security risk management is integrated in the company's overall risk management practices?

29. What is the company's approach towards external and internal penetration tests and vulnerability assessments?

30. How are critical vulnerabilities remedied once identified? What changes are now being implemented as a result of a recent breach?

31. Please provide a copy of your Cyber Incident Response Plan (Executive Summary would suffice), or equivalent for our review.

CLAIMS INFORMATION

32. Has any application for Pollution Liability Insurance by the applicants present owners , principals or partners ever been declined, or coverage cancelled or non-renewed? Yes      No

33. Has any claim, suit, or demand for money or services ever been made against the applicant, its subsidiaries, or its principals? Yes      No  
 If Yes, please explain:

34. Is the applicant aware of any of the following circumstances or any allegations of the applicant's liability, or any allegations of an act, error, or omission in the performance of the applicant's services which may result in any claim, suit, or demand for money or services against the applicant or any person or entity for who the coverage is sought? Yes      No  
 If Yes, please explain.

35. What steps are taken to identify and evaluate pre-existing contamination in soil and ground water before undertaking surface works?

**PLEASE NOTE THAT THE POLICY SHALL NOT APPLY TO SUCH REPORTED CLAIMS OR CIRCUMSTANCES, UNLESS SCHEDULED ONTO THE POLICY BY ENDORSEMENT.**

DECLARATION

(To be signed by a partner or director.)

I, the undersigned, declare and acknowledge:

- that I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal;
- that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and I have not withheld any material information from this proposal
- that this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.
- that until a Contract of Insurance is entered into, I am obliged to inform Liberty Specialty Markets of any changes to any information supplied or of any new information that is relevant;
- that I understand Liberty Specialty Markets relies on the accuracy of the information and documentation supplied proposing for this insurance;
- that I have read and understood the Important Notices which form part of this proposal;
- that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposer's acceptance of an offer by Liberty Specialty Markets, if any.

- that the proposed Insured is a small business with a turnover of less than AU\$2 million in the last financial year. Note that if No is selected or this question is left blank, in accordance with Ch 8, Pt 5A of the *Duties Act 1997 (NSW)*, from 1 January 2018 Liberty will charge stamp duty on risks that 1) occur within or partly within NSW or 2) cover NSW property.

Yes      No

Signed

Print Name

Title

Dated

HAVE YOU REMEMBERED TO ATTACH THE FOLLOWING?

- Standard client and sub-contractor contract documents used
- Representative Project Listing with descriptions
- a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured)
- any other document you have been asked to attach in the questions above