



Woodina
Underwriting Agency

General Liability
Proposal Form

Email: proposals@woodina.com.au

Website: www.woodina.com.au

NOTICE TO INSURED
(Pursuant to the provisions of the Insurance Contracts Act 1984)

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*, to disclose to the insurer every matter which 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.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:-

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, 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, the insurer may be entitled to reduce its 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.

Average Provision

The Insurer provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of the claim, the liability of the Insurer for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after inception of the policy that you would not seek to recover any loss or damage from that person, you are not covered under the policy for any such loss or damage unless the agreement of the Insurer is obtained beforehand.

1. Details of the Insured

Name of the Insured:
Trading Name:
Tax Registered Business: Yes No
Postal Address:
Insured’s Website:

2. Business

Business Description:
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.....
.....
.....

How long have you been established in this business?

Location of premises:
A.
B.
C.

3. Period of Insurance

From: at 4pm To: at 4pm

4. Cover Required Public Liability \$ any one occurrence
Products Liability \$ annual aggregate

5. Estimated Annual Turnover \$

6. Estimated Gross Rentals \$

7. Estimated Annual Payroll \$

8. Turnover Split by Business Activity

Business Activity	% of Turnover	Estimate for next 12 months

9. Turnover Split by State/Territory (%)

NSW	VIC	QLD	WA	SA	TAS	ACT	NT	Overseas

10. Contractors/Subcontractors

Do you use contractors or subcontractors to undertake work in your business? Yes No

If Yes, do they work under your direct supervision or control? Yes No

Nature of Work	Estimate for next 12 months

Are all contractors or subcontractors required to carry their own insurance for:

- A. Public Liability Yes No
- B. Workers Compensation Yes No

If Yes, please provide details of how this is checked:

11. Labour Hire

Do you use personnel supplied by labour hire companies to perform work in your business operations? Yes No

If Yes, please advise,

Type of Work	Annual Payments
.....
.....

Are you required to insure the labour hire personnel for Workers Compensation? Yes No

12. Give details of all products in respect of which insurance is required

(If more space is required, please supply additional details as an attachment.)

Name of Product	Use of Product	Estimated Turnover

13. Give details of any of the following used in your business

Car Parks

Boiler/Pressure Vessels

Lifting Equipment – Lifts, escalators, travelators, cranes, hoists, other lifting equipment

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Unregistered Vehicles

Railway sidings

14. Hazardous Substances

What hazardous substances are stored by you or used in your business?

Substance	Quantity	Storage Method	End Use

Does your business create trade waste? Yes No

If Yes, please detail below the types of trade waste created and how it is disposed of:

Type of Waste	Disposal Process

15. Design/Manufacturing

Are any of your products designed or formulated by you? Yes No

Do you design any parts of components for others? Yes No

Do you have a separate design team or department? Yes No

If Yes, please provide qualifications and experience

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Is there a formal product design review process? Yes No

Do you manufacture to the design, formulas, plans or specifications of others? Yes No

Is the design of these products static or frequently changing?

Please provide full details of testing and quality control procedures

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Can you identify the source of supply of every item in the manufacture of the products? Yes No

Are any products designed or manufactured for use in aircraft, watercraft or other aerial devices?

Yes No

If Yes, please detail the products

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16. Imports

If you import any products, please provide details of the products and the revenue generated:

Product Description	Country Imported From	Revenue (\$)

Are you required to modify, assemble, repackage or label any imported products? Yes No

If Yes, please provide full details

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17. Exports

Are any of your products exported? Yes No

If Yes, please provide the following information:

Product Description	Country Exported To	Revenue (\$)

Coverage for products exported to the United States of America or the Dominion of Canada or any of their territories or protectorates is excluded from this insurance. Coverage will be provided only if specifically agreed and then subject to additional policy terms and conditions and payment of an extra premium.

18. Property of Others in your Physical or Legal Control

Do you require cover for goods in physical or legal control? Yes No

What is the total value of such goods? \$

What is the maximum value of any one item? \$

Are the goods covered under another policy (e.g. ISR, Property Insurance)? Yes No

If Yes, please provide: Insurance Company
Policy Number
Type of Policy
Sum Insured

19. 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 as regards to 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.

Note: Coverage will be provided only if specifically agreed by Us.

20. Quality Assurance

Have you obtained ISO9001 certification? Yes No

Are your products compliant to Australian and/or International Standards? Yes No

Do you have quality control procedures in place? Yes No

If Yes, please provide full details:
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Do you have product recall procedures in place? Yes No

If Yes, please provide full details:
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Have you discontinued manufacturing, processing or handling any products? Yes No

If Yes, please provide full details:
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21. Advice, Design or Specification to Third Parties

Do you provide any advice, designs or specifications to third parties for a fee that is not in connection with the supply of a product? Yes No

22. General Information

In the last 5 years are you or any principal, partner or director aware:

- A. of any insurance being declined or cancelled, application rejected, renewal refused, claim rejected, or special conditions or excess imposed by any insurer? Yes No
- B. of any claims made against you? Yes No
- C. of any products being recalled? Yes No
- D. of any incident or accident which would be insured by this proposed insurance? Yes No
- E. anyone having been charged with or convicted of any criminal offence (excluding traffic offences) Yes No
- F. of either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership) Yes No

If you have answered "Yes" to any of the above questions, please provide full details. For claims or uninsured losses, please detail the cost of the claim, date of loss, how the loss occurred and the name of the insurer.

Date of Loss	Cause of Claim/Incident	Amount of Claim

PRIVACY ACT CLAUSE

Woodina Underwriting Agency Pty Ltd is committed to protecting the privacy of the personal information you provide us. Woodina collects, uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim.

If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bordereau or credit reference bordereau;
- To reinsurers or reinsurance brokers (which may include insurance reinsurers located outside of Australia).

Where we disclose this information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. Full details can be found on the recipient's website. However, we can also provide a copy to you on request.

We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so. You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply).

By completing and returning the proposal form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above.

This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please contact our General Manager or Operations Manager on (07) 3222 9400.

If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on (07) 3222 9400.

DECLARATION

I/We declare and warrant that all the statements and particulars here given are true and that no information whatever has been withheld which might influence a prudent Insurer's judgement and the acceptance of this Proposal. Should the above particulars alter in any way, I/We will advise Insurers as soon as possible.

I/We understand the failure to disclose any material facts which would be likely to influence the acceptance and assessment of this Proposal may result in Insurers refusing to provide indemnity or voiding the Policy in every respect.

I/We hereby agree that this Declaration shall be the basis of the contract between me/us and Insurers.

Name of Proposer

Signed by / on behalf of all Partners / Directors / Principals

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Dated