



Public & Products Liability Insurance Proposal Form

Important Notices

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

Your duty however does not require disclosure of any 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.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, the Underwriters 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.

Change of Risk or Circumstances

You should advise us as soon as practicable of any material change to your normal business as disclosed in the application, such as changes in location, acquisitions and new overseas activities.

Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the policy that you will not seek to recover such loss or damage from that person, the Underwriters will not cover you, to the extent permitted by law, for such loss or damage.

Privacy Statement

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your insurance. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and the Underwriters cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy policy, ask us for a copy.

Your Insurer

Certain Underwriters at Lloyd's of London (100%) - Fully Authorised

The Role of Winsure Insurance Group Pty Limited

In accordance with the provisions of the Insurance (Agents & Brokers) Act, 1984, Winsure Insurance Group Pty Limited hereby gives notice that this contract will be effected under an Authority, given to Winsure Insurance Group Pty Limited by the Underwriters named in the Certificate. Winsure Insurance Group Pty Limited will effect the Contract as an agent of the Underwriters and not an agent of the Insured.

Limits of Liability

Please state the limits of liability required for:

Public Liability: any one Occurrence

Products Liability: annual aggregate

Period of Insurance

From: at 4:00pm To: at 4:00pm

Annual Wages & Salaries (including earnings of principals, directors and partners)

	Within Australia	Outside Australia
Clerical and Managerial (non-manual)	\$	\$
Manufacturing	\$	\$
Installation	\$	\$
Other	\$	\$
Total	\$	\$

Annual Turnover/Revenue

Gross turnover	Australia	\$
	U.S.A./Canada	\$
	Elsewhere	\$

Contractors or SubcontractorsDo you engage contractors or subcontractors in any part of your business/activities? Yes No

Estimated annual payments: \$

Nature of work carried out:

Do you check to ensure that all contractors or subcontractors have their own Public Liability Insurance with an adequate limit of liability and an indemnity to Principal clause? Yes No **Labour Hire**Do you use personnel supplied by labour hire companies to perform work in your business operations? Yes No

If Yes, please advise:

Company	Type of Works	Annual Payments

Are you required to insure these labour hire personnel for Workers Compensation? Yes No *Please provide copies of the indemnity clauses and insurance clauses of agreements entered into with the labour hire company*

Design & Manufacturing

- Are any of the products designed or formulated by your own staff Yes No
- Do you design any products for others Yes No
- Do you have a separate design team/department Yes No
If Yes, please provide staff numbers, qualifications and experience:
- Is there a formal product design/safety review process? Yes No
- Do you manufacture to the designs, formulae, plans or specifications of others? Yes No
If Yes, please give full details of quality control procedures and laboratory testing used:
- Is the design of these products static or frequently changing Yes No
If Yes, please provide details:
- Please provide details of quality control procedures and laboratory testing used:
- Can you identify the source of supply of every item used in the manufacture of the products? Yes No
If Yes, the details are:
- If any products or components are imported, please provide details of the country(ies) of origin and manufacturers names?
- Do you retain all rights of recourse against the overseas manufacturers or suppliers? Yes No
- Do the products meet Australian Standards? Yes No
- Do you supply any products for nuclear, petrochemical, power generation, off-shore platforms, underground mines, aviation, pharmaceutical, motor, marine or any other high risk industries? Yes No
If Yes, please provide details:
- Do you plan to manufacture/supply or introduce any new products in the next 12 months? Yes No
If Yes, please provide details:

Property of Others in Your Physical or Legal Control:

Cover is excluded from the insurance other than for leased premises, vehicles in car parks and employee's property. This cover will only be provided if specifically agreed by us and then subject to payment of an additional premium.

If this cover is required, please advise:

Do you in the normal course of business have the property of others in your physical or legal control?
If yes, what is the maximum value at any one time?

Yes No
\$

Please provide brief details of the property

How is the property insured?

Contractual Liability:

Cover for liability assumed under contract or agreement is limited to public liability (but excluding liability assumed in respect of the failure of you to effect insurances over leased property, penalties or liquidated damages or arising from the sole negligence of the indemnitee) or liability assumed under a warranty of fitness or quality as regards your products, or specifically agreed contracts.

Please give full details and attach copies of all agreements where you assume liability under contract or hold other parties harmless:

Leased Premises:

Please provide details per situation of any non-owned premises:

Location 1: Occupancy
 Construction
 Protection
 Value of Building

Location 2: Occupancy
 Construction
 Protection
 Value of Building

Location 3: Occupancy
 Construction
 Protection
 Value of Building

Do you provide fire insurance on these buildings?

Yes No

Foreign Operations:

Please provide the following details in respect of all overseas operations for which cover is required under this proposed insurance:

Country	Operations	Annual turnover (AUD)
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Do you export any of your products? Yes No
If Yes, please detail which products and to which countries

In respect of products exported to the USA or Canada, please advise:
Type(s) of products exported Annual turnover (AUD)

Are you represented or do you have assets within the USA or Canada? Yes No
If Yes, give full details (including copies of contracts, etc.) of all contractual agreements, terms and conditions existing between you and any USA or Canadian importer, distributor, agent or purchaser of the products exported thereto

Is the USA or Canadian importer, distributor, agent or purchaser insured for Products Liability? Yes No

Are you included as a named insured on such insurance? Yes No

How are the products exported (e.g. F.O.B.)?

For how long have you been exporting such products to the USA or Canada?

NOTE: This insurance does not apply to claims made within the USA or Canada or other countries to which the laws of the USA or Canada apply other than for liability arising from specified products exported thereto and/or travelling executives or salespersons. This cover will only be provided if specifically agreed by us and then subject to payment of an additional premium

Asbestos:

Have you ever or are you likely to produce, import, install or remove any products containing asbestos? Yes No

If Yes, please provide full details:

First Aid & Medical Facilities:

What first aid facilities, if any, do you maintain at your locations?

Please indicate the numbers and qualifications of persons you employ:

CLAIMS HISTORY during past five (5) years - Public and Products Liability:

Please indicate details of all claims (whether insured or not). All below deductible claims should also be recorded.		Claims				
		Paid		Outstanding		Total
Year	Total Turnover	No	Amount	No	Amount	Amount

Acknowledgement

We acknowledge that we have read and understand the **Important Notices** contained in this application.

We agree that this proposal, together with any other information or documents supplied, shall form the basis of any contract of insurance.

We acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the certificate as issued or as otherwise specifically varied in writing by the Underwriters.

We declare after enquiry that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.

We undertake to inform the Underwriters of any material alteration to those facts before completion of the contract of insurance.

Signature of Proponent

Full Name (please print)

Title
