

# POWER LINE CLEARING – SPECIALTY LIABILITY INSURANCE

## IMPORTANT INFORMATION

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## AGENT OF INSURERS

SURA Specialty ABN 34 125 318 247 (SURA Specialty) has an authority from the Insurer to arrange, enter into/bind and administer this insurance (including handling and settling claims) for the Insurer. SURA Specialty acts as an agent for the Insurer and not for You.

In providing any financial services SURA Specialty acts as an Authorised Representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313

## DEFINED TERMS

Some words used in this Application Form ('Application') 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 (PLEASE READ CAREFULLY)

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.

You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

## PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at [www.sura.com.au/privacy](http://www.sura.com.au/privacy). Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us. If you wish to access your file please ask us.

## GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively you can request a brochure on the Code from SURA Specialty.

**SURA SPECIALTY LTD**

LEVEL 14, 141 WALKER STREET  
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TELEPHONE: 02 9930 9500  
WWW.SURA.COM.AU

POWER LINE CLEARING  
SPECIALTY LIABILITY INSURANCE  
APPLICATION FORM

**S U R A** SPECIALTY

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**SUBROGATION RIGHTS**

If You have entered into an agreement with another party which prevents Us from taking a recovery action for compensation from that party it may affect Your rights to cover under this Policy.

Should You now be a party to such agreement or be requested to enter such an agreement in the future please advise Us immediately in writing.

**1. THE APPLICANT**

Named Insured:

List all entities including subsidiary companies, that You require to be specified as the named Insured:

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Postal Address:

State Postcode

ABN:

Tax Status: Registered Business  Yes  No Taxable %

Website Address:

Note: Provision of Your website does not alleviate You of Your Duty of Disclosure.

**2. DETAILS OF YOUR BUSINESS**

State full details:

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**3. PERIOD OF INSURANCE**

Commences 4pm on / / and ends 4pm on / /

Limit of Liability \$

Deductible \$ Each Occurrence

Date the Business was established / /

Please indicate whether Your Business involves any of the following activities:

Use of explosives  Yes  No

Burning off  Yes  No

Spraying of herbicides or defoliant  Yes  No

Importing, exporting or manufacture of any herbicides, defoliant, pesticides, insecticides or fungicides  Yes  No

Crop Spraying  Yes  No

If You have answered Yes, to any of the above please advise precise details of the activity performed and the estimated annual turnover derived from such. Indemnity may not be provided under this Policy for the above activities depending on the activity performed and relevant turnover. Upon receipt of the required details, SURA Specialty will advise Your insurance broker in writing whether the activity can be included under the Business along with any amendments that SURA Specialty requires to be made to the Policy.

Relevant details:

#### 4. INSURANCE HISTORY

a) Within the last seven years has any incident occurred or claim been made against You involving Personal Injury to any person not being Your employee or damage to property of others?  Yes  No

If Yes, please provide details:

DATE OF LOSS	CAUSE OF CLAIM/INCIDENT	AMOUNT OF CLAIM
/ /		\$
/ /		\$
/ /		\$
/ /		\$

b) Has any Insurer ever declined, refused to renew, cancelled or imposed special terms or conditions to any application, renewal or policy held by You?  Yes  No

If Yes, please provide details:

**5. ESTIMATED ANNUAL PAYROLL**

Estimated Annual Payroll including Directors, Partners and Principals \$

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Do You engage any contractors and/or sub-contractors?  Yes  No

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If Yes, please advise:

a) Nature of work performed

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b) Estimated annual labour payments to such contractors and/or sub-contractors \$

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c) Do You identify the existence of liability insurance held by contractors and/or sub-contractors?  Yes  No

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d) Are You always named as principal on the contractors and/or subcontractors liability policies?  Yes  No

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Do You utilise any labour hire personnel?  Yes  No

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If Yes, please advise:

a) Nature of work performed

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b) Estimated annual labour payments for such labour hire personnel \$

**6. ESTIMATED ANNUAL TURNOVER**

Estimated Annual Turnover \$

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Please split the estimated annual turnover by State: (ensure it adds up to 100%)

NSW	%	VIC	%	QLD	%	SA	%
NT	%	ACT	%	TAS	%	WA	%

\* From 1 January 2018, small businesses will be exempt from paying NSW Stamp Duty on certain types of insurance. If eligible for the Stamp Duty exemption, please complete and return to Us the attached NSW Small Business Stamp Duty Exemption Declaration.

**7. SPLIT ESTIMATED ANNUAL TURNOVER BY ACTIVITY PERFORMED: (ENSURE IT ADDS UP TO 100%)**

Tree lopping and/or vegetation removal (excluding power line clearing)	%
Tree stump grinding	%
Wood chipping/mulching	%
Clearing trees and/or vegetation around power lines	%
Clearing trees and/or vegetation around distribution and/or transmission lines	%
Clearing trees and/or vegetation from or adjacent to railway lines	%
Application by hand spraying of herbicides	%
Logging of plantations/forests	%

**8. DO YOU PROVIDE ANY PROFESSIONAL ADVICE AND/OR SERVICE FOR A FEE  
E.G. REPORTS ON DANGEROUS TREES?**

Yes  No

If Yes, please advise:

Estimated annual fee

\$

Type of professional advice and/or service rendered:

Qualifications held by the professional providing the advice and/or service

**9. DO YOU WORK UNDER THE DIRECTION OF AN ENTITY THAT IS AN ELECTRICITY ASSET  
NETWORK OWNER, CONTROLLER AND/OR OPERATOR?**

Yes  No

If Yes, please list the name of the electricity asset network owner, controller and/or operator:

How does this entity monitor Your performance and adherence to their safe work methods and procedures?

How long have You been working for an electricity asset network owner, controller and/or operator?

**10. WHAT FORMAL QUALIFICATION AND/OR ACCREDITATIONS DO YOU AND YOUR EMPLOYEES, CONTRACTORS  
AND/OR SUB-CONTRACTORS AND LABOUR HIRE PERSONNEL HAVE IN ORDER TO PERFORM YOUR BUSINESS?**

**11. ARE YOU A MEMBER OF A RECOGNISED INDUSTRY ASSOCIATION?**

Yes  No

If Yes, please advise which one:

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12. DO YOU HAVE A DOCUMENTED JOB SAFETY ANALYSIS AND SAFE WORK METHOD STATEMENT (SWMS) COMPLETED FOR EACH JOB PRIOR TO WORK COMMENCING?  Yes  No

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13. IN REGARDS TO YOUR BUSINESS ARE ANY OF THE FOLLOWING ACTS, REGULATIONS, INDUSTRY CODES OF PRACTICE OR AUSTRALIAN STANDARD APPLICABLE?

QUEENSLAND

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Electrical Safety Regulation 2013  Yes  No

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Electrical Safety Act 2002  Yes  No

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Code of Practice for Working Near Exposed Live Parts –Electrical Safety Act 2002  Yes  No

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Code of Practice for Maintenance of Electricity Corridors in Queensland Parks and Forests  Yes  No

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NEW SOUTH WALES:

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Workcover Code of Practice: Amenity Tree Industry 1998  Yes  No

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Workcover Code of Practice: Work Near Overhead Power Lines 2006  Yes  No

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Electricity Supply (Safety and Network Management) Regulation 2014  Yes  No

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ISSC 3 Guideline for Managing Vegetation near Power Lines  Yes  No

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VICTORIA

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Electricity Safety (Electric Line Clearance) Regulation 2015  Yes  No

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Electricity Safety (Installations) Regulations 2009  Yes  No

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Electricity Safety Act 1998  Yes  No

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Energy Safe Victoria (ESV) Code of Practice on Electrical Safety for Work on or Near High Voltage Electrical Apparatus (the 2012 Blue Book)  Yes  No

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Working Safely with Trees (Workcover)  Yes  No

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WESTERN AUSTRALIA

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Electricity Regulations 1947- Regulation 316A  Yes  No

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Guidelines for Work in the Vicinity of Overhead Power Lines (Worksafe brochure)  Yes  No

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Code of Practice for Personal Electrical Safety for Vegetation Control Work near Live Powerlines  Yes  No

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SOUTH AUSTRALIA

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Electricity (General) Regulations 2012  Yes  No

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Electricity (Principles of Vegetation Clearance) Regulations 2010  Yes  No

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Safework SA Guideline: Working Safely Near Overhead Power Lines  Yes  No

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TASMANIA

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Electricity (General) Regulations 2012

Yes  No

Electricity (Principles of Vegetation Clearance) Regulations 2010

Yes  No

Safework SA Guideline: Working Safely Near Overhead Power Lines

Yes  No

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AUSTRALIAN STANDARDS

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AS 2726.2 - 2004 Chainsaws – Safety Requirements Part 2: Chainsaws for Tree Service

Yes  No

AS 4373 – 2007 Pruning Amenity Trees

Yes  No

AS/NZS 4453.3 – 1997/Amdt 1 – 1998 Protective Clothing for Users of Hand Held Chainsaws

Yes  No

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How do You ensure compliance with the relevant Acts, Regulations, Industry Codes of Practice or Australian Standards? eg. manuals, training, procedures, supervision, audits etc.

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- 14. HAVE YOU ENTERED INTO ANY CONTRACT OR AGREEMENT (INCLUDING ANY IN RESPECT OF THE SUPPLY OF RAW MATERIALS, COMPONENTS OR FINISHED GOODS) UNDER WHICH YOU HAVE ASSUMED LIABILITY FOR WHICH YOU WOULD NOT OTHERWISE BE LIABLE, OR UNDER WHICH YOU HAVE WAIVED YOUR LEGAL RIGHTS OF RECOVERY (E.G. HOLD HARMLESS AGREEMENTS)?**

Yes  No

If Yes, please provide details and attach copies of the contract or agreement

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**DECLARATION**

This Declaration must be completed and signed by or on behalf of all parties making this Application.

I/We have read and understood the clauses detailed under the Important Information section (including the duty of disclosure) included in this Application.

I/We confirm that the answers and statements in this Application are correct and that no information has been withheld which may affect the decision to accept this Application or the terms and conditions of any insurance provided.

I/We understand that if this Application is accepted the insurance cover will be subject to the Policy terms and conditions.

I/We further acknowledge that the insurer, its agents and/or employees reserve the right to decline this Application.

I/We acknowledge that the personal information SURA Specialty collects from me/us is collected for the purpose of processing this Application, fulfilling SURA Specialty's obligations in providing services to me/us, for the development of products and services, and to allow SURA Specialty and its related entities to market products and services. If I/we do not provide relevant information, I/we acknowledge that SURA Specialty may be unable to process my/our Application.

I/We authorise SURA Specialty to give to or obtain from other insurers and/or an insurance or credit reference bureau information from this Application (including sensitive information), information from other insurances held by me/us with SURA Specialty, and claims information obtained through the course of the contract.

By signing this Application, I/we consent to SURA Specialty collecting and using this information for these purposes. This is subject to my/our right to opt out of receiving various marketing materials at any time.

I/We understand that this insurance does not operate until SURA Specialty issues the Policy Schedule (except for any cover provided under an interim contract of insurance).

**NAME OF FIRM**

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**SIGNATURE**

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(This Proposal is be signed by a Principal, Partner or Director of the Proposed Insured)

**TITLE OF SIGNATURE**

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**FULL NAME**

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**DATE**

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