

# SPECIALTY LIABILITY INSURANCE – APPLICATION FORM

## 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 Pty Ltd 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 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties 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](http://www.sura.com.au)

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 of our Privacy Policy 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.

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.

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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.

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## 1. THE APPLICANT

Named Insured:

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

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Postal Address:

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State

Postcode

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ABN:

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Tax Status: Registered Business

Yes  No

Taxable

%

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Website Address:

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Number of employees:

Full-time:

Part-time:

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

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## 2. DETAILS OF YOUR BUSINESS

State full details:

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## 3. PERIOD OF INSURANCE

Commences 4pm on

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and ends 4pm on

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Limit of Liability

\$

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Deductible

\$

Each Occurrence

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Date the Business was established

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**4. ESTIMATED ANNUAL PAYROLL**

Including Directors, Partners and Principals \$

Split as follows:

a) Installation, maintenance, service, repair or construction work conducted away from Your premises \$

b) Managerial/clerical/sales \$

c) Manufacturing \$

d) Other, please specify \$

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

If Yes, please advise:

a) Nature of work performed

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

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

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

Do You utilise any Labour hire personnel?  Yes  No

a) Nature of work performed

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

**5. ESTIMATED ANNUAL TURNOVER**

Estimated Annual Turnover \$

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

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

If Overseas turnover involved please list the countries involved below:

\* 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.

**6. DO YOU OWN, CONTROL OR OPERATE ANY LANDFILL SITES?**

Yes  No

If Yes, please provide details:

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**7. DO YOU OWN OR USE ANY WATERCRAFT IN CONNECTION WITH YOUR BUSINESS?**

Yes  No

If Yes, please provide details:

TYPE OF WATERCRAFT

LENGTH OF WATERCRAFT

ACTIVITIES PERFORMED

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Is any work performed by You or on Your behalf on or within any Watercraft exceeding 10 metres in length or any floating off-shore gas or oil platforms?

Yes  No

If Yes, please advise the details of such work as follows:

a) Estimated annual turnover

\$

b) Your maximum contract value in respect of any one contract

\$

c) Type of work performed:

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**8. DO YOU OWN, CONTROL OR OPERATE ANY ABOVE GROUND OR UNDERGROUND MINES?**

Yes  No

If Yes, please provide details:

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**9. IS ANY WORK PERFORMED BY YOU OR ON YOUR BEHALF ON OR WITHIN ANY OF THE FOLLOWING?**

Airports

Yes  No

Dams

Yes  No

Fixed Off-Shore Gas or Oil Platforms

Yes  No

Petrochemical plants or refineries

Yes  No

Power stations

Yes  No

Railway lines

Yes  No

Mines (above ground or open cuts)

Yes  No

Underground mines

Yes  No

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

Relevant details:

**10. LOCATIONS OF PREMISES OCCUPIED BY YOU IN ORDER TO CONDUCT YOUR BUSINESS**

ADDRESS	OCCUPANCY	INDICATE IF OWNED OR LEASED

**11. 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 (EG. HOLD HARMLESS AGREEMENTS)?**  Yes  No

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

**12. DO YOU PERFORM ANY ACTIVITIES OUTSIDE AUSTRALIA?**  Yes  No

If Yes, advise type of activities and countries where this is conducted.

**13. YOUR PRODUCT DETAILS**

Your Products means any goods, products or property after they have ceased to be in Your possession or under Your control which are, or are deemed by law to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, altered, repaired, serviced, treated, renovated, sold, supplied, distributed, imported or exported by You or on Your behalf including labels, packaging or any container thereof, the design, specification or formula of the goods, products or property and directions, instructions or advice given or omitted to be given in connection with such goods, products or property.

(Please read the above definition of Your Products, prior to completing Questions 12, 13, 14, 15, 16, 17, 18 and 19)

**14. IN REGARDS TO YOUR PRODUCTS PLEASE ADVISE WHICH OF THE FOLLOWING APPLY:**

Manufacture	<input type="checkbox"/> Yes <input type="checkbox"/> No	Repair, service or maintain	<input type="checkbox"/> Yes <input type="checkbox"/> No
Process	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sell, supply or distribute	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mix or Blend	<input type="checkbox"/> Yes <input type="checkbox"/> No	Import	<input type="checkbox"/> Yes <input type="checkbox"/> No
Construct or erect	<input type="checkbox"/> Yes <input type="checkbox"/> No	Export	<input type="checkbox"/> Yes <input type="checkbox"/> No
Install	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other, please specify:	

If You answered Yes to any of the above, please complete the following:

LIST OF YOUR PRODUCTS	ACTIVITY PERFORMED	APPROXIMATE AMOUNT OF TURNOVER DERIVED
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Please attach product brochure if available)

**15. HAVE ANY OF YOUR PRODUCTS BEEN DISCONTINUED DURING THE PAST 10 YEARS?**  Yes  No

If Yes, please list the goods or products and advise the reason for discontinuance.

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**16. EXPORTS**

Are any of Your Products exported?.

Yes  No

If Yes, please provide details of:

a) Estimated annual turnover derived from exports

\$

b) Countries to which Your Products are exported

c) Countries in which You have a branch or subsidiary company

Note that exports to USA or Canada are specifically excluded by this Policy, refer to exclusion 4.11 of this Policy

**17. IMPORTS**

Are any of Your Products imported?

Yes  No

If Yes, please provide details of:

a) Countries from which You import

b) Describe the goods or products imported

**18. SUPPLIERS**

What procedure do You have in place for identifying the source of particular raw materials, components or finished goods supplied to You?



**19. QUALITY CONTROL**

a) Do Your Products comply with all relevant Australian Standards?  Yes  No

If No, please provide the reason for non compliance:

b) List the relevant Australian Standards that apply to Your Products:

c) Describe Your Quality Control Procedures for Your Products:

d) Have You obtained ISO Accreditation? (If Yes, please attach a copy of Your certificate)?  Yes  No

Date Accredited / /

**20. PRODUCT DETAILS**

Have any of Your Products been recalled during the past 10 years?  Yes  No

If Yes, please provide details:

DATE OF RECALL	REASON FOR RECALL	NUMBER OF UNITS INVOLVED
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**21. HIGH HAZARD PRODUCTS**

Are You currently, or have You previously been, involved in the manufacture, importing or exporting of any of the following:

Veterinary products which are required to be prescribed and administered by a qualified veterinarian	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ammunition, blasting explosives (other than fertiliser, fuel or ammonium nitrate) or detonators for explosives	<input type="checkbox"/> Yes <input type="checkbox"/> No
Medicines which are required to be prescribed by a registered medical practitioner	<input type="checkbox"/> Yes <input type="checkbox"/> No
Herbicides, insecticides, defoliant	<input type="checkbox"/> Yes <input type="checkbox"/> No
Stockfeed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tobacco	<input type="checkbox"/> Yes <input type="checkbox"/> No
Blood and/or blood components as defined within the Therapeutic Goods Act 1989	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vehicles (other than trailers)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please note that no cover attaches in regards to these high hazard products unless specifically agreed to in writing by SURA Specialty.

If You have answered Yes to any of the above please advise details of the activity performed and the estimated annual turnover derived from that particular high hazard product. Upon receipt of the required details, SURA Specialty will advise Your insurance broker in writing whether any particular high hazard product can be included under this Policy along with any amendments that SURA Specialty requires to be made to the Policy.

Relevant details:

IMPORTANT NOTE: This Policy excludes all cover whatsoever for any of Your Products that are: Aircraft, hovercraft and/or fireworks.

**22. 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:

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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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