

# Proposal Form

# Scaffolders

## Public & Products Liability Insurance

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's



### IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM.

This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number.

It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal.

Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

### Your Duty of Disclosure

Before You enter into an insurance policy, it is Your duty to disclose every matter that You know, or could reasonably be expected to know, to be relevant to the Insurer's decision whether to give You insurance cover and, if so, on what terms.

### Consequences of Non-Disclosure or Misrepresentation

If You breach Your duty of disclosure; the Insurer(s) may be able to refuse to pay a claim or to cancel Your policy. The same applies where You have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the Insurer(s) may be able to 'avoid' Your policy. This means that the Insurer(s) can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect Your ability to obtain other insurance in the future.

If You are unsure whether some information may be disclosable or not we suggest You call Your insurance broker and seek guidance.

### Privacy

We are committed to protecting Your privacy. We only use the personal information You provide to us to quote on and insure this risk. We only provide Your personal information to our Insurer(s) and Reinsurers (and their representatives) and those we appoint to assist us with claims under Your policy (ies). We do not trade, rent or sell Your information. Some or all of the Insurer(s) and Reinsurers may be overseas.

If You don't provide us with complete information, we cannot properly quote for Your insurance and we cannot insure You. You can check the information we hold about You at any time. For more information about our Privacy Policy, ask us for a copy. Copies of the Proposal Form should be retained for Your own records.

### Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

### Your Legal Liability

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

### Waiver of Rights

If You have entered into an agreement with another party, which prevents your Insurer from taking 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 an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

### Risk Survey

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

Broker

Contact Name

Phone

Fax

Email

## Liability Cover Requirements

Period of Cover required from  to

Current Limit of Indemnity \$

Expiring Premium \$

Limit of Liability Required A\$5,000,000  A\$10,000,000  A\$20,000,000  other

Optional Excess A\$2,500  A\$5,000  A\$10,000

## Company Information

Full Name of Insured(s)

ABN

On what date was the Company first established/commenced trading?

Address  Suburb  State  Postcode

Occupation Description (work usually carried out)

## Operational Information

Do you work on temporary seating, stages, lighting towers, camera towers at concerts or sporting events? yes  no

Number of years experience in Scaffold industry

Are all Directors, Employees and Sub Contractors licensed Scaffolders? yes  no

Is work carried out over 10 metres? yes  no  If yes, advise percentage  % Max Height?  m

Majority works  % Residential  % Commercial

Current Insurer

Current deductible

Expiry date of current insurance  Number of years insured

Do you perform work on, at or from any of the following sites?

- Mine site (above or underground)
- Refinery, gas producing or bulk fuel storage facility
- High voltage power supply or power generating facility
- Airport, airfield or aerodrome
- Wharf or any form of ship handling or loading facility
- Railway track, railway bridge, railway culvert or crossing
- Grandstands, stages, lighting and camera towers at concerts and sporting events
- None of the above

Do you: Manufacture any Scaffolding Products? yes  no

Regularly hire out scaffolding for long term contracts? yes  no

Regularly inspect the above equipment for safety and maintenance? yes  no

Have documentation to support repair, maintenance and safety inspections in place for all of your equipment? yes  no

Sell any used or second hand equipment? yes  no

Have formal training in place for your staff? yes  no

Own or Hire Lifting Equipment for the erection of scaffolding? yes  no

Does your product and or service comply with the relevant Australian Standards? yes  no

Do you assume or provide liability under contract or hold harmless agreements? yes  no

If you have answered Yes to any of the above questions, please provide full details

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## Other Operational Information

Will you adopt the ASR Incident Reporting Procedures?

yes  no

Are you aware of any claims / incidents in the last five years which may or may not result in a claim against this policy?

yes  no

If yes, please provide full details under "Additional Information" on Page 4

## TURNOVER/INCOME DETAILS Please provide your turnover for the following areas

*If you provide just one figure for all areas then you will be charged the one rate on your entire turnover. By doing this you will not achieve the lowest possible premium.*

|                            | This Year               | Last Year               |
|----------------------------|-------------------------|-------------------------|
| Total Annual Turnover      | \$ <input type="text"/> | \$ <input type="text"/> |
| Payments to Subcontractors | \$ <input type="text"/> | \$ <input type="text"/> |

What is the nature of work carried out by Sub Contractors?

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Are contractors / Sub Contractors required to carry their own Insurance for:

|                          |                              |                             |
|--------------------------|------------------------------|-----------------------------|
| a) Public Liability?     | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| b) Workers Compensation? | yes <input type="checkbox"/> | no <input type="checkbox"/> |

What procedures are in place by you to check that this is in place?

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Number of:      Subcontractors       Full Time Staff       Part Time Staff

## HISTORY

**Important: If you are in any doubt refer to your broker to ensure all relevant details are disclosed. Any wrong answer you provide may affect your future claims.**

Have you ever had any fine or penalty or infringement notice violations issued against you?      yes       no

Have you or any persons connected with this insurance ever had a revoked licence?      yes       no

**Have you or any partner or director:**

Been declared bankrupt or had legal proceeding lodged against you?      yes       no

Had an Insurer that has declined to renew or imposed special conditions?      yes       no

Have you within the last 10 years, suffered a claim that would have been covered by this insurance and or claimed for any loss or damage or received any demand or writ for personal injury or damage to property?      yes       no

After enquiry, are you or any director or employee aware of or have any grounds for suspecting any circumstances which might give rise to a claim, against you or against any of the present or former directors during the last 10 years?      yes       no

Have you or anyone in your employ ever been charged with any breached of the relevant Occupational and or Workplace and Safety Acts in respect of your Business?      yes       no

*Please provide full details, if any answers to the above questions are Yes.*

*With any previous claims, please detail amount paid or reserved, the year and your excess at the time and background information on the claim.*

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## Additional Information

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## Declaration - Your Duty of Disclosure

I confirm that:

I am authorised on behalf of the Insured(s) to sign this proposal.

I understand that the duty of disclosure applies to all Insured(s). The answers are provided on behalf of all persons/entities comprising the Insured(s).

I understand the questions in the proposal.

Whilst some or all of the answers to the questions may not be checked by me I certify they are correct to the best of my knowledge and belief.

Please tell us if you think a reduction or loading should be implemented

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

### CANCELLATION CHARGES

If we have to cancel the policy due to non-payment of the premium we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts.

|                               |                           |
|-------------------------------|---------------------------|
| Within 1 month of inception:  | 15% of the quoted premium |
| Within 2 months of inception: | 20% of the quoted premium |
| Within 3 months of inception: | 25% of the quoted premium |

Thereafter at terms to be agreed with underwriters.

Please note that in the event of a mid-term cancellation request, we shall require a copy of the written notification evidencing the request. In the case of joint or multiple insureds the person notifying cancellation will need to have the required authority.