

Application for Combined General & Products Liability Insurance
Heavy Motor & Machinery



IMPORTANT NOTICES

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty 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 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 his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Examples of information, which are relevant to insurers, are:

- past claims experience;
- a cancellation of a previous insurance policy or refusal by an insurer to renew a policy previously held by you;
- any unusual features of the subject matter of the insurance, which might increase the likelihood of a claim under the policy.

The above examples are for illustration purposes only, and are not a complete list of relevant matters. If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact our office.

Consequence of Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be able to refuse to pay a claim or to cancel your policy.

The same applies where you have made a misrepresentation by providing inaccurate information or information.

If your non-disclosure or misrepresentation is fraudulent, the insurer may also have the option of avoiding the contract from its beginning. Non-disclosure or misrepresentation in relation to one policy may affect your ability to obtain other insurance in the future.

Waiver of Rights

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract that limits the liability that the other contracting party would have been under in the absence of the contract.

If you have entered into, or propose to enter into a contract that might limit your right against another contracting person, please let us know immediately. It might prejudice, restrict or otherwise affect your insurance.

Interest of Other Parties

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

Statutory Liability Extension is Claims Made Insurance

The Statutory Liability coverage is an optional extension to the policy you are applying for and the Statutory Liability coverage is 'Claims Made' insurance. This means that the Statutory Liability extension of the policy applies to claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

Utmost Good Faith

Every contract of insurance is based on utmost good faith requiring each party (which means you and the insurer) to act towards the other party in respect of any matter arising under the contract, with utmost good faith. If you fail to do so you may prejudice any claim.

Privacy Policy

We are bound by the Privacy Act 1988 (Cth) or as amended and its associated National Privacy Principles when we collect and handle your personal information. We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our re-insurers, agents, loss adjusters and other service providers. If you do not provide the information we need we may not be able to offer you insurance or deal with claims under your insurance.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

1 Insured's Details

a	Insured			
b	Postal Address			
c	Business Address			
d	Phone	Fax	Email	
e	ABN	Years Operating	ITC	%
f	Website			
g	Current Insurer		Expiry Date:	/ / 20

2 Full Description Of Business Activities

a	Please Split above activities		% of T/over	Underground	Water
	Excavations	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Earthmoving	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Trenching	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Open Cut quarry	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Landfill Operations (not owned)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Plant Hire of mobile plant	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Shoring and Underpinning	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Piling	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	Other	Yes <input type="checkbox"/>	No <input type="checkbox"/>	%	%
	If other please specify details				
b	Base Of Operations				
	Radius of Operations From Base			kilometres	

c	Underground Works	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Number of units:
	Where			How often %
	Under, Over, In or Near Water	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Number of units
	Where			How often %
d	Do you hire-out Plant?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	if YES a copy of your Conditions of Hire is required
	Who do you generally hire to?			
e	Do you hire-in Plant?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	Who is the owner?			
	Duration of Hire			Type of Plant
	Maximum Value \$			any one item
	Annual Hire Charges: \$			(estimated)
f	Will any plant be used for anything other than manufacturer's design purpose?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	If YES, please detail			
g	Where is plant left overnight or when unattended?			
h	Are there risk management systems in place to prevent vandalism, tampering, theft or damage from weather perils?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	if NO, please advise why not.			
i	Please describe your self-inspection and maintenance programs?			
j	Do you have in-house repair facilities?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
k	Do you carry or have access to essential spare parts for emergency repairs?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
l	In the event of a catastrophe – explosion or fire – what do you estimate as being the maximum value of plant which could be destroyed at any one site in any one event?			\$

5 Combined General & Products Liability

a Limit of Indemnity: \$ 10,000,000 \$ 20,000,000 \$50,000,000

b Estimated Turnover: \$ Estimated Wages: \$

c Number of Employees: Number of Working Directors:

d Estimated payments to Contractors / Sub-contractors

e Estimated payments to labour hire contractors

f Current Insurer: Expiry Date: / / 20

g Do you enter into contracts where you are obligated to provide insurance to any other party?

If YES, please provide details

6 Business Activities

Do you carry out business in any of the following areas?

- area where aircraft takes off or lands, including but not limited to airport tarmac, aerodrome, airstrip, or heliport; or aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft or aircraft components;
- ship handling or loading facility, including but not limited to dock, port or wharf;
- underground mine;
- railway or tramway track, rail bridge, culvert or crossing;
- mills, steelworks or aluminium refinery;
- facility for grain or coal handling;
- power generating facility;
- oil or petroleum refinery facility;
- gas producing or bulk fuel storage facility.

If YES, please provide details.

7 Blasting

a Do your activities involve use, handling, transportation, storage or detonation of explosives?

Yes No If YES, please advise full details.

8 Excavation

- a What do you estimate as the maximum depth of an excavation performed by you at a metropolitan (capital city) work site? _____ metres.

9 Tree Felling

- a Do you perform tree felling or lopping where it exceeds 3.5 metres in height? Yes No

If YES, please advise full details.

10 Asbestos

- a Do you perform any activities involving Asbestos Products or Products containing Asbestos? Yes No

If YES, please advise full details.

11 Damage to Underground Services

Failure to perform Dial Before You Dig will jeopardise your insurance cover.

Do you always Dial Before You Dig Yes No

DIAL 1100 www.dialbeforeyoudig.com.au

12 Claims History (Last 5 Years)

- a Have you had any insured and/or uninsured liability claims in the last five years?

Yes No

If YES, please provide details below:

Dates	No. of Claims Reported	Amount Paid & Outstanding	Applicable Excess	Description
From To				
From To				
From To				
From To				
From To				

b After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above.

Yes No

If YES, please provide details

c Have you had any Statutory Fines and Penalties over the past 5 years?

Yes No

If YES, please provide details below:

Date of Fine	Description of Legislation Breached	Amount (\$)

13 Duty Of Disclosure

a In the past five (5) years, have you or any person to be insured under this policy, or your employees, been convicted of a driving offence?

Yes No

b In the past five (5) years, have you or any person to be insured under this policy been convicted of a criminal offence?

Yes No

c Have you, or any person to be insured under this policy, ever been declared bankrupt or entered into insolvency?

Yes No

d Has an insurance company ever declined to accept insurance from you, cancelled a policy other than by your request or declined to renew a policy held by you?

Yes No

e Any further information which should be disclosed to the underwriters at this time?

Declaration

Name of person completing this form

Signature

Date

Send your completed application to enquiries@hmis.com.au or fax 07 54438292

