

**liability**  
insurance  
application



*Insurer*  
**CGU Insurance Limited**  
ABN 27 004 478 371  
An IAG Company

# liability

Please read this page carefully and keep it for your records.

## Extract from the Insurance Contracts Act 1984

Under the terms of the Act We must advise You about the following:

### Your 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 that 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 its business, ought to know;
- ◆ as to which compliance with your duty is waived by the insurer.

### Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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.

## Important Notices

1. **Claims** - The Policy only provides cover in relation to Personal Injury and Damage to Property that occurs during the Period of Insurance. This does not include Personal Injury or Damage to Property that has already been discovered before, or is first discovered after, the Period of Insurance.
2. **Excess** - An excess is the amount that you will be required to pay toward the settlement of any claims. It will normally apply only to claims for Damage to Property. If we have quoted a premium for this insurance we will have specified the excess in the terms of our quotation.
3. **Liability Assumed Under Agreement** - The Policy does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.
4. **Acceptance of the Application** - This insurance will not be in force until the completed

Application has been received by, and the risk accepted by, us. We reserve the right to decline any Application.

## Definitions

**These terms are used in this Application form. You may need to refer to these Definition when answering some questions.**

1. **Pollutants** - means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
2. **Vehicle** - means any type of machine on wheels, on skis or on self-laid tracks, designed to be moved other than by manual or animal power.
3. **Loading or Unloading goods onto or from a Vehicle** - means the single action of transferring the weight of the goods (or of a portion of a consignment of goods) onto or from the Vehicle.
4. **Use as a Working Tool** - means use for excavating, digging, grading, drilling, lifting, pumping, spraying, vacuuming and the like. It does not include use for Loading or Unloading goods onto or from the same Vehicle, or transit to or from or within a work site, or use for transport or haulage.
5. **Products** - means any thing (after it has passed from Your possession and control), including its packaging, that was manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by You in the course of Your Business.

## Selecting the Limit of Indemnity

**Public Liability:** You should select a Limit sufficient to meet all claims for Personal Injury and Damage to Property which may occur (see Important Notice 1.) other than those arising from Products (see Definition) during the Period of Insurance and which result from a single event, a series or number of events having the same cause or source, or continuous or repeated exposure to substantially the same general conditions. Remember that such claims may be settled several years from now and that court awards may be higher than they are now for similar settlements.

**Products Liability:** You should select a Limit sufficient to meet all claims for Personal Injury and Damage to Property which may occur (see Important Notice 1.) during the Period of Insurance. Remember that such claims may be settled several years from now and that court awards may be higher than they are now for similar settlements.

**When complete, please forward this application to:**

- CGU Insurance, GPO Box 9902 in the capital city of your state or
- your insurance adviser or
- your local CGU Insurance office.



Are the premises owned or leased?

Date operations commenced (even if not then owned by Applicant)

How have activities changed since operations commenced?

  
  

2. Fully describe the business activities of others occupying premises owned by the Applicant and subsidiaries.

Business activities

Location address(es) including Postcode(s)

  

3. Are you applying to insure liability as a property owner but not as an occupier?

No  Yes  State occupancy of building(s)

Size in square metres

Age of building(s)

Construction type/materials

Details of fire protection (sprinklers, etc.)

  

Number of: Lifts/elevators

Escalators/travelators

4. State the following:

Number of partners actively engaged in the business:

Number of buildings owned by the business:

Number of buildings occupied by the business:

Annual turnover:

Value of annual sales:

Value of gross rentals:

**\$ Actual past year**

**\$ Estimate next year**

5. State the annual salaries and wages and number of staff in each category.

**Salaries and wages**

**Number of staff**

(a) Managerial, clerical and sales:

(b) Manufacturing:

(c) Installation, repairs and maintenance:

(d) Contractors and subcontractors:

(e) Other (specify)

6. Have you signed away, or will you sign away, any rights you may have had to recover damages from any person (sometimes known as 'hold harmless' agreements)?

No  Yes  State full details

## Public Liability

### Limit of Indemnity

\$5,000,000

\$10,000,000

\$20,000,000

Other — Please specify \$

7. Do you hire-in or hire-out equipment?

No  Yes  Please attach a copy of the hiring agreement(s) and state the following

Hire-in charges      Hire-out income      Type(s) of equipment

\$       \$      

8. Do you engage contractors, subcontractors, or staff from labour hire firms in your business?

No  Yes  (a) Do you ensure that contractors and subcontractors have their own liability insurance?

No  Yes

(b) Estimate the amount to be paid in the next twelve months

Labour and Materials? (if in more than one State, show each separately)

\$

Labour only? (if in more than one State, show each separately)

\$

(c) Estimate the amount to be paid in the next twelve months to labour hire firms?  
(if in more than one State, show each separately)

\$

(d) What type(s) of work do staff from labour hire firms perform for you?

9. Do you, in the course of your business, engage in welding operations or use LPG or butane or similar for heating or cutting, either directly or through a contractor or subcontractor?

No  Yes  (a) Are all persons required to comply with AS1674.1-1997 and AS1674.2-2003 Safety Codes?

No  Yes

(b) Generally, where is this work performed?

10. Are your business activities subject to legislative regulations (e.g. Environmental Protection Authority, Hazardous Chemicals)?

No  Yes  Detail any exemptions and/or history of non-compliance

11. Do you use any cranes in your business activities?

No  Yes  State number(s) and type(s) of cranes

12. Are there any Vehicles, or plant or attachments to Vehicles, which you Use as a Working Tool (see Definition)?

No  Yes  Give details

13. Are there any goods, not owned by you, left in your possession or control from time to time?

No  Yes  State maximum value at any one time      Type(s) of goods

\$      

14. Is any manual work performed outside Australia?

No  Yes  State the nature of the work and the countries or territories

**Products Liability**

**Limit of Indemnity**

\$5,000,000

\$10,000,000

\$20,000,000

Other — Please specify \$

15. (a) Show the percentage of turnover derived by the Business as:

Manufacturer

Importer

Wholesaler/Distributor

Retailer

Exporter

%

%

%

%

%

Other

Details

%

(b) State the countries or territories to or from which goods or Products are:

Exported

Imported

(c) For Products exported to North America (USA, Canada and states or territories administered by them), describe the Products and state the turnover derived from exports of each of them to North America.

(d) Do you or your agent operate any premises or plant in North America for the manufacturing, processing, treating, distribution or storage of Products?

No  Yes

Give details

16. (a) List the Products (see Definition) and indicate the percentage of turnover represented by each.

(b) What Products other than those listed above have the Applicant and subsidiaries handled in the past?

17. Which of the Products were not designed or formulated by you, or by your own staff, and who designed or formulated them?

18. Do you install or apply your own Products?

No  Yes

What percentage of turnover relates to this activity?

%

19. Are the finished Products subject to any Australian Standards Association codes or relevant international codes?

No  Yes

Give details

20. Will any Products be introduced to your range in the next 12 months?

No  Yes

Give details

21. What methods of quality control are adopted?


22. What records are kept relating to supply of materials, manufacturing processes, incident reports, batch numbering etc., and for what period are they kept?


**General**

23. (a) Have you ever caused injury or damage, or had any claims made against you from any contingency against which you are applying to insure?

No  Yes  Details of injury or damage    Date    Name of insurance company    Amount claimed

Details of injury or damage	Date	Name of insurance company	Amount claimed
			\$
			\$
			\$
			\$

(b) Are you aware of any past or ongoing processes, conditions, circumstances or activities of the Business which might give rise to claims against you in future for Personal Injury or Damage to Property (including anything that may cause irritation, contamination or pollution - refer to Definition of Pollutants)?

No  Yes  Give details


24. Has any insurer declined an application or a claim from you or cancelled or refused to renew your policy or required special terms to insure you?

No  Yes  Date    Name of insurer

/  /	
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Details of action taken by insurer

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25. Have you (or any directors) been charged with, or convicted of, a criminal offence during the past 10 years?

No  Yes  Date    Offence    Penalty or fine

/  /		
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26. Do you hold any other type of insurance with us?

No  Yes  State the types of insurance

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27. Are there any other relevant facts relating to the risk to be insured which you should disclose to enable a true assessment of your application to be made? (Refer to 'Your Duty of Disclosure'.)

No  Yes  Please state the facts


28. If we wish to carry out a survey, whom do we contact?

Person's name

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Telephone no.

(   )
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**Extensions: (Indicate whether you require cover extended.)**

**Note:** Cover may not be available in all instances and an additional premium may be payable for certain extensions.

- Cover for Personal Injury or Damage to Property that occurs in North America (USA, Canada and states or territories administered by them), arising from:
  - the performance of manual work? No  Yes
  - the ownership, occupancy or tenancy of any building, land or structure? No  Yes
  - products exported by you or on your behalf to North America? No  Yes
 (refer questions 14 and 15).

- Liability assumed under any agreement(s), (e.g. lease, hold harmless agreement(s))  
 No  Yes  Please supply a copy of the agreement(s) or contract(s).

- Other - Please specify


**Declaration**

I/We declare that:

- a) the information in this application is true and correct and I/We have not withheld any relevant information.
- b) I/We understand that any statement made in this application will be treated as a statement made by all of the people to be insured.
- c) I/We agree to accept the insurance subject to the terms, conditions, exclusions and limitations of the policy.

I/We authorise CGU Insurance to obtain or supply details of insurance claims and other relevant information.

I/We authorise CGU Insurance to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service.

If you do not wish to receive any marketing material directly from us (such as offers and discounts) tick this box.

Signature of the Applicant

Date

Signature of the Applicant

Date

 /  / 

 /  / 

Please indicate the number of additional pages attached to this application

OFFICE USE	Public Liability	Products Liability	GST	Stamp Duty	Total
Premium	\$	\$	\$	\$	\$
FRP	\$	\$			
ANZSIC Code					
Turnover (AL's)					
Endorsements (GL's)					