

Miramar General and Products Liability Insurance Proposal Form



IMPORTANT NOTICES

BINDER AGREEMENT

The contract of insurance is arranged by Miramar Underwriting Agency Pty Ltd (ABN 97 111 534 797, AFSL 314176) ('Miramar') acting under a binding authority as agent for the Insurer, certain underwriters at Lloyd's. Miramar does not act as Your agent.

DEFINED TERMS

We have capitalised words with special meaning wherever they appear in the Proposal, to show that those words have a particular defined meaning. These words are defined in the Definitions section of the Policy.

YOUR DUTY OF DISCLOSURE

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.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

PRIVACY STATEMENT

In this Privacy Statement the use of 'We', 'Us' and 'Our' means the Insurer and Miramar unless specified otherwise.

The Privacy Statement set out below refers to Miramar's Privacy Policy in dealing with Your information and processing of Your Insurance Policy. This will differ from the privacy policy of Your broker as set out on their website.

We are committed to protecting Your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose Your personal information (which may include sensitive information) in order to consider Your application for Insurance and to provide the cover You have chosen, administer the Insurance and assess any claim. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide the cover, administer the Insurance or assess a claim.

The primary purpose for Our collection and use of Your personal information is to enable Us to provide insurance services to You.

Personal information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your insurance intermediary or co-insureds). If You provide personal information for another person You represent to Us that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties we disclose it to will use it for, 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 or will not do either of these things, You must tell Us before You provide the relevant information.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses Your personal information in accordance with the consent provided by You and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

PRIVACY STATEMENT (CONTINUED)

In dealing with Us, You consent to Us using and disclosing Your personal information as set out in this Privacy Statement. This consent remains valid unless You alter or revoke it by giving written notice to Our designated Privacy Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Miramar's Privacy Policy which is available at www.miramaruw.com.au or by calling Miramar, sets out how:

- Miramar protects Your personal information;
- You may access Your personal information;
- You may correct Your personal information held by Us;
- You may complain about a breach of the *Privacy Act 1988 (Cth)* or Australian Privacy Principles and how Miramar will deal with such a complaint.

If You would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Our designated Privacy Officer by:

Postal Address: PO Box A2016, Sydney South NSW 1235

Phone: +61 2 9307 6656

Fax: +61 2 9307 6699

Email: privacyofficer@steadfastagencies.com.au

You can download a copy of Miramar's Privacy Policy by visiting www.miramaruw.com.au

INADEQUATE SPACE TO ANSWER

If there is inadequate space to answer any questions or You need to disclose something to Us because of Your Duty of Disclosure, please attach a separate piece of paper to this Proposal giving full details of additional information.

POLICY NUMBER	CLIENT NUMBER	INTERMEDIARY NUMBER
All questions are to be answered. If there is insufficient space, please attach additional information.		

THE APPLICANT(S)

Your full name and trading name if applicable:		
	FIRST NAME	LAST NAME
Trading name:		
Tax status:	Registered Business <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Taxable	ABN %
Contact Numbers:		
	PHONE NO.	FAX NO.
Address:		
	STATE	POSTCODE
Period of Insurance:		
	FROM DD/MM/YYYY	TO DD/MM/YYYY

GENERAL INFORMATION

1 Have You had any claims made against You (whether insured or not) or have You recalled any of Your Products during the last 7 years? Yes No

If 'Yes', please provide details:

2 Have You had any incident or accident occur which would have been covered by the proposed insurance Policy? Yes No

If 'Yes', please provide details:

3 Have You had any insurance declined or cancelled, proposal rejected, renewal refused, claim, rejected, special conditions or special excess imposed by an insurer? Yes No

If 'Yes', please provide details:

INDEMNITY LIMIT

Limit of Liability required:

General Liability: (maximum payable for any one claim or series of claims arising out of any one occurrence)	\$
Products Liability: (maximum payable for any one claim or series of claims, and in the aggregate during any one Period of Insurance)	\$
Excess:	\$

TURNOVER

Split by company/division:

ESTIMATED PAYROLL

	Estimated annual payroll (including earnings of principals, directors, partners)	No. of Staff
Managerial, clerical, sales:	\$ <input type="text"/>	<input type="text"/>
Manufacturing:	\$ <input type="text"/>	<input type="text"/>
Installation:	\$ <input type="text"/>	<input type="text"/>
Other:	\$ <input type="text"/>	<input type="text"/>
Total:	\$ <input type="text"/>	<input type="text"/>

Do You employ contractors, subcontractors or labour hire?

Yes No

If 'Yes', please complete 1 to 4 below.

ESTIMATED ANNUAL PAYMENT

1 Estimated annual payment:

\$

2 Nature of work usually carried out:

\$

3 Precautions taken to identify the adequacy of their liability and workers' compensation insurance arrangements:

\$

4 Are You always named as principals on contractors' and/or sub-contractors' liability policy?

Yes No

DETAILS OF THE BUSINESS/PREMISES

1 Please state the full details of Your Business operations (including subsidiary companies) including design, formulation, manufacturer, distribution, servicing, welding and other hot work. Please attach product brochures, latest annual reports and other pertinent matter.

2 Do You have representation outside Australia?

Yes No

If 'Yes', where and what is the nature of Your representation in such country (e.g. domicile employee, power of attorney, branch subsidiary, agency, etc.)?

3 Number of years in this Business?

years

4 Location of premises occupied for the purpose of conducting the Business

Owned

Leased

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

DETAILS OF THE BUSINESS/PREMISES (CONTINUED)

5 Location of premises owned BUT not occupied by You for which property owners' cover is required

Type of building
e.g. shopping centre, office block, etc.

6 Do You or does anyone on Your behalf operate, manage or own or offer or in any way are connected with any of the following:

a. First aid facility? Yes No

If 'Yes', please provide details:

b. Pressure vessels? Yes No

If 'Yes', please provide details:

c. Car parks? Yes No

If 'Yes', please provide details:

d. Lifts, escalators, hoists, cranes? Yes No

If 'Yes', please provide details:

e. Unregistered Vehicles? Yes No

If 'Yes', please provide details:

f. Railway, e.g. sidings? Yes No

If 'Yes', please provide details:

7 Do You or does someone on Your behalf perform any work away from the premises stated above? Yes No

If 'Yes', please provide details, e.g. welding, installation, servicing, repair, etc.?

8 Do You store, transport, use or handle any hazardous goods e.g. chemical, radioactive materials, gases, etc.? Yes No

If 'Yes', please provide details:

9 Does Your operation/Business create trade waste? Yes No

If 'Yes', please provide details e.g. type of waste, how it is disposed of, etc.:

CARE CUSTODY AND CONTROL

Coverage is provided for property in Your care, custody and control subject to terms, conditions, limits and exclusions contained in the Policy wording.

1 What limit of indemnity do You require?

2 What is the total value of such property?

3 What is the maximum value at any one time?

4 Provide brief details of the property:

5 Is the property insured under any other policy? Yes No
 If 'Yes', please provide details:

PRODUCT INFORMATION / GEOGRAPHICAL LIMITS

1 Give details of all Products in respect of which insurance is required. Attach brochures and other products literature. If more than four (4) Products, attach an additional list.

Product name:	1. <input type="text"/>	2. <input type="text"/>	3. <input type="text"/>	4. <input type="text"/>
Date first marketed:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Product description:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Product use:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Est. annual turnover:	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

THE FOLLOWING DETAILS ARE REQUIRED FOR EXPORTED PRODUCTS ONLY

Turnover exported:	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Country sold to:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Company representation in this country:	Power of attorney <input type="checkbox"/>			
	Branch <input type="checkbox"/>	Branch <input type="checkbox"/>	Branch <input type="checkbox"/>	Branch <input type="checkbox"/>
	Representative <input type="checkbox"/>	Representative <input type="checkbox"/>	Representative <input type="checkbox"/>	Representative <input type="checkbox"/>
	Other (specify) <input type="checkbox"/>			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Coverage for PRODUCTS EXPORTED TO USA OR CANADA is excluded from this insurance. Coverage will be provided only if specifically agreed by the Insurer and then subject to additional terms and conditions and payment of an extra premium. A USA/Canada export questionnaire may have to be completed. Any additional information supplied in respect of such exports shall be deemed to form part of this Proposal.

PRODUCT INFORMATION / GEOGRAPHICAL LIMITS (CONTINUED)

PLEASE REFER TO THE POLICY WORDING FOR DETAILS REGARDING GEOGRAPHICAL LIMITS.

2 Can You with certainty, identify the source of every item used in the manufacture of the Products? Yes No

3 Is Your Product range changing frequently? Yes No

If 'Yes', provide full details:

4 Do You have quality control procedures in place? Yes No

If 'Yes', provide full details:

5 Are Your Products subject to any Australian or international standard? Yes No

If 'Yes', provide full details:

6 Do You have recall procedures in place? Yes No

If 'Yes', provide full details:

7 Have You discontinued manufacturing, processing or handling of any Products? Yes No

If 'Yes', provide full details of reason, type of product, year, etc.:

8 Are any Products specifically designed, manufactured, imported or handled for use in Aircraft, Hovercraft or Watercraft? Yes No

If 'Yes', provide full details:

CONTRACTUAL LIABILITY

Coverage for liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality as regards Your Products, or specifically agreed contracts.

Do You assume liability under contract or hold others harmless (other than lease liability)? Yes No

If 'Yes', please provide details and attach copies of all agreements (other than lease liability).

THESE QUESTIONS REFLECT THE KEY FACTORS THAT ARE TAKEN INTO ACCOUNT WHEN DETERMINING YOUR PREMIUM.

DECLARATION AND SIGNATURE

I declare that:

- 1 I have read and understood my duty of disclosure and the Privacy Statement contained in the Important Notices set out in the Proposal;
- 2 I am authorised to complete and sign this declaration on behalf of all the applicants;
- 3 I confirm that the answers and statements in this Proposal are true and correct and I have not withheld any information which may affect the decision to accept this Proposal or the terms and conditions of any insurance provided;
- 4 I understand that if this Proposal is accepted, the insurance cover will be subject to the terms and conditions set out in the Policy;
- 5 I acknowledge that the particulars and statements contained in this Proposal shall form the basis of the contract of insurance should a Policy be issued;
- 6 I further acknowledge that Miramar on behalf of the Insurer may decline this Proposal;
- 7 I consent to Miramar and the Insurer collecting, storing, using and disclosing personal information as set out in the Privacy Statement. Where I have provided personal information on behalf of another person I have complied with my obligations as set out in the Privacy Statement;
- 8 I understand that this insurance does not operate until Miramar issues the Schedule and the premium has been paid (except for any cover provided under an interim contract of insurance).

Applicant

Name

Title/position

Signature

Date (dd/mm/yy)