

PUBLIC & PRODUCTS LIABILITY PROPOSAL FORM

Please read this carefully before completing the Proposal.

About this notice This notice gives a précis summary of the important requirements, conditions and obligations which relate to the placement and operation of your insurance policy. Please read this notice carefully before completing your proposal.

Your Duty Of Disclosure Before you enter into a contract of general insurance with an insurer, you have a duty, under the Contracts Act, 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 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 matters:

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- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of 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 his 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.

Utmost Good Faith Every insurance contract is subject to the doctrine of utmost good faith which requires that the parties to the contract should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by your insurer(s).

Average (underinsurance) Provisions (Applicable to material damage insurances: commercial, business, marine hull, computer electronic, machinery breakdown, aviation & domestic home). These policies often contain an Average/Co-insurance clause which means that you must insure for the full value of the property Insured. If you underinsure, your claim will be reduced in proportion to the amount of the underinsurance, therefore make sure your sums insured are adequate.

Rights Of Subrogation You may prejudice your rights with regard to a claim if, without prior agreement from your insurers, you enter into an agreement with a third party that prevents the insurer from recovering the loss from that, or another party. Your policies contain provisions which allow the insurer to recover their liability from the responsible party. Any agreement you enter into that excludes or limits your rights to recover damages from another party in relation to any loss, damage or destruction contravenes these provisions. If you have any such agreements, we may be able to negotiate with your insurer to permit them and therefore we request you to advise us of their existence. Examples of

such agreements are the "hold harmless" clauses which are often found in lease agreements, maintenance and supply contracts pertaining to the installation and maintenance of fire protection systems and burglar alarms and in storage contracts.

Unnamed Parties Your policies may not provide insurance cover in respect of the interest of some other person or organisation who is not specifically named therein, irrespective of the sum(s) Insured. If you require the interest of a party other than the Named Insured to be insured, you must request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals, etc) unless their interest is properly noted on the policy.

Excess/Deductibles Excess or a Deductible is the first amount of each claim you are required to pay yourself, may not apply to each Part. Details of the Excess(es) applicable will be shown on the Schedule against the particular Section or Part.

Claims Please advise us of any event likely to give rise to a claim as soon as practicable & notify the Police immediately if required. Do not admit liability or make any offer of settlement. You must take all reasonable precautions for the safety of the property insured and to prevent further loss or damage.

Claims occurring prior to commencement. Your attention is drawn to the fact your Policy/ies may not provide indemnity in respect of events that occurred prior to the commencement of the contract.

Acceptance Of The Proposal The Insurance proposed on this Proposal will not be in force until the completed Proposal has been received and the risk accepted by the Insurer. The subscribing Underwriters reserve the right to decline any Proposal.

Cancellation By You Subject to any cancellation restriction, you may cancel your policy by providing your instructions in writing to your broker. In the event of cancellation of a policy before the expiry dated, some insurers make refunds of premium based on monthly or quarterly apportionments and therefore a minimum charge may apply.

Change of Risks or Circumstances It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to your insurers). For example, acquisitions, changes in occupation or location, new products or new overseas activities. To ensure proper protection, please consult your broker if you are in any doubt as to whether your insurer should or should not be told of certain changes.

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To be completed by you the 'Proposed Insured'

Proposed Insured

"You, your and yours" where used in this Proposal means the Proposed Insured and, If more than one, each of them

Please print your answers

Period of Insurance	Date	Date	
<i>Insurance commences 4.00pm on</i>		<i>and ends 4.00pm on</i>	
The Insured (if you are not a company)			
The name of your company (including subsidiary companies)			
Trading Name			
Company ABN			
Address (postal)			
Number/Street			
Suburb			
Town			
Postal Code			
Contact numbers			
Telephone		Facsimile	
Website Address		E-mail	
Mobile phone		Other	
Business Operation			
Address of all Locations			
Situation 1		Situation 2	
Number/Street		Number/Street	
Suburb		Suburb	
Town		Town	
Postal Code		Postal Code	

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Your Previous Insurance History. These questions apply to you either alone or jointly with any other party or, if you are a corporation, the corporation or any of its directors.

1. Has any insurer declined an application from You, or cancelled or refused to renew a policy of Yours, required special terms to insure You, or declined or refused a claim?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Have you had any claim made against you for or personal injury in the last 5 Years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Have You, or any person who will receive insurance protection under the proposed Policy, been charged with or convicted of, any criminal offences in the past 10 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. During the last two year have You or any other person to whom cover extends under this policy received any threats to life (private or business)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Are there any other relevant facts relating to the risk to be insured which You should disclose to Us, to enable a true assessment of Your insurance Application?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you answered 'Yes' to any of the above please give details. Please attach full details on a separate sheet of paper if not sufficient space on this form

Limit of Indemnity Required

Public Liability	\$	any one occurrence in the aggregate
Products Liability	\$	any one occurrence in the aggregate
Estimated Annual Turnover:	Last Year \$	Coming Year \$
Wage roll:	\$	Staff Numbers

Products and Completed Operations Please describe fully the types of products manufactured, sold, handled, treated, hired out or distributed or the type of services that are performed for others in the chart below.

Products -	Intended use, market etc.	Est. Annual turnover
		\$
		\$
		\$

Does your business involve:

Manufacturing? Yes No
 Packaging? Yes No
 Retail? Yes No
 Labelling? Yes No
 Assembly? Yes No
 Repair? Yes No

Are any products manufactured for use in aircraft or water craft.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the Insured design parts of completed components for others?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the insured manufacture to the designs, formulae, plans or specifications of others?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have Product Brochures been published? (Please attach)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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Toxic Chemicals and Hazardous Substances		
Does the business of the Insured involve the use or manufacture of Toxic Chemicals or Hazardous Substances?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes' to the above, please advise details and quantities and storage facilities. (A separate report may be submitted with this proposal for this question. A website address may be given for referral.)		
Do you store flammable goods on your premises? (e.g. Petrol, paint, chemicals, gas in cylinders)		Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes' to the above, please advise details and quantities and storage facilities. (A separate report may be submitted with this proposal for this question)		
Chemical	Quantity	Details of storage
Imports		
Do you import raw materials, components or finished goods? <i>If 'Yes', please provide a complete list of the Country, Product and Estimated Annual turnover</i>		Yes <input type="checkbox"/> No <input type="checkbox"/>
Country imported from:	Product/components	Est. Annual turnover
		\$
		\$
		\$
Exports		
NB: Cover for products exported to the USA or Canada is excluded form the Dominion's Liability Policy. If inclusion needs to be considered, please answer the following: (Inclusion is not Automatic)		
Do you Export raw materials, components or finished goods? <i>If 'Yes', please provide a complete list of the Country, Product and Estimated Annual turnover</i>		Yes <input type="checkbox"/> No <input type="checkbox"/>
Country export to:	Product	Est. Annual turnover
		\$
		\$
USA and Canada		
Have you given Power of Attorney to any person or corporation in the USA or Canada?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have any interests in any company located in the USA or Canada?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have any employees or other representative in the USA or Canada?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have any assets located in the USA or Canada?		Yes <input type="checkbox"/> No <input type="checkbox"/>

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Manufacturing and Quality Control Procedures	
Does the Insured have a quality control manual?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is any one person responsible for quality control?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes', supply the following details a) Name b) Title c) Person to whom he/she is responsible	
Is there a written product recall plan in existence?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What tests are carried out on products?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes', please provide a copy.	
Standards	
Are your products required to be manufactured in compliance with an Australian standard or any other Government standard?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes', please give details: (A separate report may be submitted with this proposal for this question)	
Contractual Liability	
Have you entered into any contracts or agreements where you have assumed the liability of others or released others from liability? (E.g. hold harmless agreement)	Yes <input type="checkbox"/> No <input type="checkbox"/>
NB: This insurance does not cover such liability unless agreed by Dominion. Please provide full details of such contracts and agreements.	
Do you perform work away from the location named?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Details of such work	
Do you require cover for property in your physical or legal control for the purpose of repair, service, maintenance or alteration, or which is on temporary hire or loan to you?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Limited Required \$	(Maximum \$1,000,000)
Details of such property	

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Declaration and Acknowledgments

I/We declare and acknowledge as follows:

1. I/We have not suppressed, misrepresented or misstated any material information within my/our knowledge likely to affect the decision of Insurers as to my/our eligibility for insurance, and the answers given in this Proposal are truthful and frank in every respect.
2. Insurance cover will only arise upon the Insurer's acceptance of this Proposal as notified by the issue of an appropriate Policy Schedule and/or Policy Document.
3. I/We acknowledge that we have read and understood the Important Notice to the Insured and acknowledge that the Insurance Contract will be effected with an Insurance company which is regarded as an Direct Offshore Foreign Insurer under the Insurance Act 1973.
4. Subject to the Insurance Contracts Act 1984, if this Proposal is accepted by the Insurer, the Proposal and the Policy Wording Documentation signed and issued by the Insurer shall constitute the entire agreement between the parties and shall supersede any prior representations or warranties.
5. The subscribing Underwriters will be relying on the information provided by me/us in the Proposal in deciding whether to provide cover, and if so, on what terms.
6. I/We have read and understood the notice concerning my/our duty of disclosure.
7. Where answers to questions contained on this Proposal are not in my handwriting they have been checked by me/us and I/we certify that they are in every respect, truthful and frank.
8. I/We will make the premises available for inspection by Dominion Underwriting Agents and/or their agent.

Signature: _____ Date: _____