

SCAFFOLD INDUSTRY

PUBLIC AND 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	and ends 4.00pm on	Date
<i>Insurance commences 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

Address (business)

Number/Street

Suburb

Town

Postal Code

Contact numbers

Telephone

Facsimile

Website Address

E-mail

Mobile phone

Other

Business Operation

Estimated Annual Turnover

Last Year

Coming Year

Manufacture

\$

\$

Hire or Supply

\$

\$

Erection/Dismantling

\$

\$

Any other Activity*

\$

\$

*Please provide further details

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Hire or Supply		
Is equipment supplied regularly maintained?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are these inspection documented?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a written inspection programme in force?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you sell any second hand or used equipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you provide customers with written instruction concerning correct use and safety of equipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you hire cranes for scaffolding erection?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Erection / Dismantling		
Percentage of work performed:	Under four storeys	%
	Four to ten storeys	%
	Over ten storeys	%
Maximum height?		
Where is work performed:	City / Suburban centres	%
	Commercial / Industrial	%
	Residential	%
Is any work perform in the following areas:		
In, on or about aircraft or airports?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
In, on or about refineries, oil, gas or petrol storage?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Explosives, acids, gases, or chemical works?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Towers or bridges?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mines, tunnels or underground works?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Dams or harbours?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Marine Craft?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Railways?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you answered Yes to any of the above please give details.		

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Do you erect scaffolding over pavements, footpaths or public thoroughfares?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you answered Yes to the above please advise safety measures taken.		

Do you comply with the Australian Standards where they apply to your operation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a documented repair, maintenance and safety inspection programme in operation for all your equipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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"/>
If you answered Yes , please state the limit required (Maximum \$100,000)	\$	
Details of such property		

Do you operate outside Australia?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes , in which countries		
Location	Operations	Annual Gross Income
		\$
		\$
		\$

Do you use sub-contractors	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes , please advise:		
Estimated Annual Payments	\$	
Nature of work performed		

Contractual Liability

Have you entered into any contracts or agreements where you have assumed the liability of others or released others from liability (hold harmless)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Note: This insurance does not cover such liability unless agreed by Dominion. Please provide full details of such contracts and agreements.		

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If you use any of the following in your business, please supply details:

a) Unregistered vehicles		
b) Welding or Abrasive equipment		
c) Cranes of other lifting equipment		
d) Pressure vessels and boilers		
e) Hazardous chemicals		
Chemical	Quantity	Details of Storage

Have you ever had a claim made against you (whether insured or not)?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Date	Particulars	Cost	Name of Insurer (if any)	

Has any insurer ever rejected or declined indemnity for any claim made by you?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes , please provide details		

Has any insurer declined, refused to renew, cancelled or imposed special conditions to any policy of insurance held by you?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes , please provide details		

Limits of Liability		
Public Liability	\$	any one occurrence and in the aggregate
Products Liability	\$	any one occurrence and in the aggregate

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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: _____