

Combined General & Product Liability Insurance

Application Form



Notices

In these Notices, the following definitions apply:

1. "We", "Our", "Us", "Wellington" and "the Insurer" mean Wellington Underwriting Agencies Pty Ltd, ABN 96 622 167 293, AFSL 511660, and the Insurer/s with which this policy is placed.
2. "You" means the Insured and any person indemnified by this policy.

1. Intermediary Acting as an Agent for Insurer

In effecting this contract of insurance, Wellington will be acting under an authority given to it by the Insurer. Wellington will be acting as agent of the Insurer and not of the Insured.

2. Duty of Disclosure

Before You enter into a contract of general insurance with Us You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before each time You renew, extend, vary or reinstate the Policy. Each person indemnified by this policy has the same duty.

Your duty however does not require disclosure of any matter that:

- reduces the risk,
- is common knowledge,
- We already know, or ought to know in the ordinary course of Our business, or
- We indicate we do not want to know.

3. Non-Disclosure

If You do not comply with Your duty of disclosure, We may reduce or refuse to pay a claim and/or cancel Your policy. We may invalidate the policy from its beginning and not be bound by it if the non-disclosure was fraudulent.

After the policy is entered into, ongoing disclosure obligations can apply. See the policy for details.

4. Preservation of rights of recovery

Our policy contains a provision that has the effect of excluding or limiting Our liability in respect of a loss, if You release, agree not to sue on, waive or prejudices Your rights of recovery, or enter into any arrangement or compromise or do any act whereby any rights or remedies to which the Insurer would be subrogated are or may be prejudiced.

5. Privacy Statement

In this Privacy Statement the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of Your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not;
- (b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal and sensitive information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal and other information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union and the United States of America.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Our privacy or You have any query on how Your personal information is collected or used, or any other query relating to Our Privacy Policies, please contact Us.

If You wish to gain access to or correct Your personal information, make a privacy complaint, or if You have any query about how we collect or handle Your personal information, please write to Wellington's Privacy Officer at:

Wellington Underwriting Agencies Pty Ltd Privacy Officer
PO Box 60
West Perth, WA 6872

or Email (privacy@wellingtonu.com.au).

To obtain a copy of Wellington's Privacy Policy go to Wellington's website at www.wellingtonu.com.au or request a copy from Wellington's Privacy Officer at the above email or postal address.

6. Our Complaints Handling Procedures

How to make a complaint

If You wish to make a complaint You can contact our Complaints Manager, Brian Atkin, in any of the ways listed below.

By email at: brian.atkin@wellingtonu.com.au OR

In writing at:
PO Box 60
WEST PERTH WA 6872

Your complaint will be notified to the Insurer and fully investigated by Wellington, and a response issued within 10 working days. If You are unhappy with the response You can contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
Sydney NSW 2000
Telephone: 02 8298 0700

who will refer Your dispute to Policyholder & Market Assistance at Lloyd's.

Your complaint will be acknowledged within 7 days and the outcome advised within 21 business days.

If Your complaint is not resolved in a manner satisfactory to You, You may refer the matter to:

The Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Online: www.afca.org.au

7. Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for Your replies, please provide these separately and attach to this Application Form.
3. Reference to You, Your and Insured in this Application Form includes:
 - a) the Named Insured stated in the Schedule;
 - b) every past or present director, partner, officer or Employee of Yours, but only while acting within the scope of their duties in such capacity;
 - c) all Subsidiaries (now or hereafter constituted) of Yours, (including their directors, partners, officers, Employees or shareholders, but only while acting within the scope of their duties in such capacity) whose place of incorporation is within Australia or its external territories, and including any entity over which the subsidiary company is in a position to exercise effective direction or control;
 - d) Your personal representative, in the event of Your death, but only in respect of liability incurred by You;
 - e) any principal of the Insured, in respect of the vicarious liability of such principal arising out of Your acts or omissions, or the persons specified in paragraph (a) in the performance by them of work for that principal;
 - f) any shareholder of Yours, but only for liability in respect of which You would have been entitled to indemnity if the claim had been made against You;
 - g) any director, partner or senior executive of Yours in respect of private work undertaken by any Employee for such director or senior executive, and any such Employee whilst actually undertaking such private work; and
 - h) any office-bearer, committee or member of Your own canteen, sports, social and child care facilities or welfare organisations and any member of Your own fire, first aid, medical or ambulance services in respect of claims arising from their duties connected with the activities of any such facilities, organisations or services;

The expression "Named Insured" shall mean the person or entities specified in the Schedule.

4. References to the Insurer in this Application Form means certain underwriters at Lloyd's.
5. References to We / Our / Us in this Application Form means, where the context permits, the Insurer and / or Wellington.

Your Details

1. Insured name(s):			
2. Trading name(s):			
3. Any other companies to be covered under the Policy, other than subsidiaries incorporated within Australia:			
4. Is the Applicant a Private Company?	Yes	No	or a Public Company? Yes No
5. ABN:			
6. Taxable percentage:	%		
7. Date business commenced trading:	/ /	(if less than 1 year, please attach CV of the Principal(s), Directors, company brochure, etc.)	
8. Street Address of Head Office:		Post Code	
9. Postal Address (if different from Street address):		Post Code	
10. Website address:			

Policy Details

11. Please advise the Limit of Indemnity required	\$
12. Period of Insurance required	/ / to / /
13. Preferred standard Excess	\$
14. Preferred Excess for Personal Injury to contractors and sub- contractors	\$
15. Preferred Excess for Personal Injury to labour hire personnel	\$

Financial Underwriting Information

16. Financial Underwriting Information of the Insured (All figures in AUD currency unless otherwise specified)								
Next Year Estimated Turnover							\$	
Current Year Actual/Probable Actual Turnover							\$	
Next Year Estimated Payroll (including principals, directors and partners)							\$	
Current Year Actual/Probable Actual Wages (including principals, directors and partners)							\$	
Next Year Estimated Payments to Contractors and/or Sub-contractors							\$	
Current Year Actual/Probable Actual Payments to Contractors and/or Sub-contractors							\$	
Next Year Estimated Payments to Labour Hire Providers							\$	
Current Year Actual/Probable Actual Payments to Labour Hire Providers							\$	
17. a) Location Split of Next Year Estimated Turnover								
VIC	NSW	QLD	WA	SA	NT	ACT	TAS	OVERSEAS
b) Location Split of Current Year Actual/Probable Actual Turnover								
VIC	NSW	QLD	WA	SA	NT	ACT	TAS	OVERSEAS

Underwriting Information

18. Please Fully Describe Your Business (as to be insured under this proposed insurance)

19. Do You undertake business outside of Australia? If 'Yes', please provide details

Yes No

20. Please provide details if You undertake, or others undertake on Your behalf, work on, in or around watercraft, aircraft, airports, rail infrastructure and equipment, oil and gas facilities, mines, power generation/transmission/distribution infrastructure or facilities or any other high hazard locations

21. Please provide details if You have any involvement with Products used in or by watercraft, aircraft or aerial devices

22. Do You export any Products from Australia? If 'Yes', please provide details (attach further if insufficient space)

Yes No

Destination Country	Description of Product/s	Turnover Derived from Products
		\$
		\$
		\$

23. Do You import any Products into Australia? If 'Yes', please provide details (attach further if insufficient space)

Yes No

Destination Country	Description of Product/s	Turnover Derived from Products
		\$
		\$
		\$

24. Do You have formalised Quality Control processes? Please provide details

25. Do You have any ISO certifications? Please provide details

26. Do You perform independent testing on all imported Products?

Yes No

27. Do You undertake, or do others undertake on Your behalf, any welding or other hotworks?

Yes No

If Yes, do You ensure that all welding or other hotworks are undertaken in full compliance with AS1674?

Yes No

28. If You are involved in the production, preparation, packaging or handling of food, do You have HACCP certification?

Yes No

29. Do You have any involvement with Dangerous Goods or hazardous materials? If yes, please provide details

Yes No

30. Do You require cover for Property Damage to property in Your care, custody or control? If yes, please provide details

Yes No

31. Describe the nature of work for which You engage contractors and/or sub-contractors and confirm if they work under Your direct supervision or control

32. Do You require all contractors and/or sub-contractors to provide evidence, prior to undertaking any work for You or on Your behalf and prior to accessing any location under Your care or control, of holding Public and Products Liability and Workers Compensation insurance? For what limit?

33. Do You ensure that these insurances, where allowed, contain both principal's indemnity and waiver of subrogation extensions in Your favour?
34. Describe the nature of work for which You engage labour hire workers

Professional Liability and Design

35. Do You design or formulate any of Your own Products?	Yes	No
36. Do You design or formulate any Products for other parties?	Yes	No
37. Do You charge a separate fee for any advice, design, formula, specification, training or any other service?	Yes	No
38. Do You manufacture any Products to the design and/or specification of others?	Yes	No

Terms of Business

39. Do You assume any liability, or agree to any waivers of our right of subrogation, under contract?	Yes	No
<p>If You have entered into an agreement with another party, it may adversely affect Your rights to cover under this Policy if:</p> <ul style="list-style-type: none"> You are assuming a greater liability than would apply had You not entered into that agreement; or You are prevented from taking a recovery action for indemnity or contribution from that party. <p>Please provide full details of such contracts and scope of works for our review and assessment of acceptability for coverage.</p>		
40. Do You on hire labour internally? Internal labour hire is when one entity on-hires employees and/or contractors to a related entity	Yes	No
If yes, please provide full details including entities involved, nature of work undertaken and estimated annual wages		

Insurance History

41. Are You currently insured for Public and Products Liability, Professional Indemnity or Workers Compensation?	Yes	No		
If 'Yes', please provide details:				
Policies	Expiry Date	Limit of Indemnity	Excess	Name of Insurer
General Liability		\$	\$	
Professional Indemnity		\$	\$	
Workers Compensation		\$	\$	

42. (a) Have You ever had an Insurer:				
(i) Decline an application?	Yes	No		
(ii) Impose special terms?	Yes	No		
(iii) Decline to renew Your insurance?	Yes	No		
(iv) Cancel Your insurance?	Yes	No		
(b) If 'Yes', please provide details:				
Date	Circumstances			

Claims Information

IN ANSWERING THE QUESTIONS IN THIS SECTION ENQUIRY SHOULD BE MADE OF ALL RELEVANT PRINCIPALS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND SUBSIDIARIES (“Enquiry”)

PLEASE ENSURE THAT FULL DETAILS ARE PROVIDED OF ANY AND ALL CLAIMS AND/OR NOTIFICATIONS, BY ATTACHMENT IF MORE SPACE IS NEEDED. SUCH FULL DETAILS SHOULD INCLUDE:

- WHO WAS INVOLVED
- WHAT HAPPENED
- HOW/WHY IT HAPPENED
- TOTAL OF AMOUNTS PAID TO DATE
- ESTIMATE OF AMOUNTS TO BE PAID

WHAT HAS BEEN CHANGED TO ENSURE SIMILAR INCIDENTS DO NOT HAPPEN AGAIN

43. (a) After Enquiry , has a claim or claims ever been made against the Insured, or any of its past or present principals, directors, employees, contractors, or subsidiaries in respect of bodily injury (excluding Workers Compensation claims), property damage, breach of duty, breach of legislation or statute in relation to the operation of the Insured's business or under a policy of Public or Products Liability insurance?	Yes	No
(b) If 'Yes' , please provide details:		
Date	Circumstances	
44. (a) After Enquiry , are any of the principals, directors, employees, contractors, or subsidiaries aware of any facts or circumstances past or present, which might give rise to a claim being made against the Insured, its principals, directors, employees, contractors, or subsidiaries in respect of bodily injury (excluding Workers Compensation claims), property damage, breach of duty, breach of legislation or statute in relation to the operation of the Insured's business or under a policy of Public or Products Liability insurance?	Yes	No
(b) If 'Yes' , please provide details:		
Date	Circumstances	
45. (a) After Enquiry , has there ever been, or is there now, any circumstances of which You are aware that could lead to prosecutions against the Insured, its Principals, Directors, Employees, Contractors, or Subsidiaries under any statute or regulation, particularly under the Corporations Act or Competition and Consumer Act 2010 (Commonwealth) or the Australian Consumer Law 2010 or Trade Practices Act or OH&S Act or any hearings or enquiries (including coronial enquiries) under the provisions of those statutes or regulations or more generally?	Yes	No
(b) If 'Yes' , please provide details:		
Date	Circumstances	

Declaration

I the undersigned declare that:

- i. I am authorised by each of the Insured to sign this Application Form; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Application Form has been withheld; and
- iv. I have read and understood the notices which You have put before me and I understand the advice given in relation to the duty of disclosure; and
- v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I undertake to inform the insurer of any material alteration to these facts occurring before entering into the contract of insurance; and
- viii. I acknowledge that the Insurer relies on the information and representations in this Application Form and otherwise made by me in relation to this insurance; and
- ix. except where indicated to the contrary, I understand that any statement made in this Application Form will be treated by Wellington Underwriting Agencies Pty Ltd as a statement made by all persons to be insured; and
- x. I have read the Privacy Statement on this Application Form, and consent to the use, disclosure and obtaining of personal information and the Proponents for the purposes shown in the Privacy Statement.

Signed		Date	/ /
Name			
Title			

NB: To be signed by the Chief Executive Officer, Company Secretary or Managing Director

We recommend that You keep a record, including copies of letters and this Application Form, of all information supplied to Us for the purpose of entering into this contract.

Wellington Underwriting Agencies Pty Ltd
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