

For assistance in completing this form, please speak to your insurance broker.

1. Before answering any question, please read carefully the general disclosure requirements and declaration at the end of this proposal form; which must be signed and dated.
2. Every question must be answered fully and correctly by the company/individual to be insured or on the company's/individual's behalf by the proposer. Not declaring a material fact may nullify any policy issued.
3. A material fact is one likely to influence the assessment and acceptance of the proposal by the Underwriters. If you are in doubt as to whether a fact is material, it should be disclosed.
4. Please keep a copy of the completed proposal form and any attachments for your records.
5. Please return the completed form and any attachments to your broker.

## ➤ Proposal Details

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### Broker Information

Broker (Company): \_\_\_\_\_

Account Manager: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### General Applicant Information

Insured Name: \_\_\_\_\_

Australian Business Number (ABN), if applicable: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Insured a registered business? ..... Yes  No

If 'Yes', please advise: Number of employees? \_\_\_\_\_ Turnover? \$ \_\_\_\_\_

**Goods & Services Tax (G.S.T)** – To ensure that you do not incur unnecessary GST liabilities on claim settlements please advise:

– Registered for GST? ..... Yes  No

– Any entitlement you have to an Input Tax Credit: \_\_\_\_\_ %

### Period of Insurance

Commencement Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Insurance Details

### 1. State your business experience and qualifications

How long have you been in business: \_\_\_\_\_

Qualifications: \_\_\_\_\_

\_\_\_\_\_

### 2. Will any work involve any of the following

- (a) Demolition work? If so, what height? Metres: \_\_\_\_\_ Yes  No
- (b) Excavation greater than a depth of 10 metres?..... Yes  No
- (c) Blasting or explosives?..... Yes  No
- (d) Underground works, tunnels, shafts, mines or galleries?..... Yes  No
- (e) Road works? Is so, type of works? \_\_\_\_\_ Yes  No
- (f) Bridges?..... Yes  No
- (g) Any work in, on, over or under a permanent body of water?..... Yes  No
- (h) Insured plant being used on floating platforms or barges?..... Yes  No
- (i) Directional drilling or boring?..... Yes  No
- (j) Any work at airports? If so, what type of work? \_\_\_\_\_ Yes  No
- (k) Any work at mines? If so, type of work? \_\_\_\_\_ Yes  No
- (l) Power stations, petro chemical, oil refineries, fuel depots, oil rigs?..... Yes  No
- (m) Any work on tailing dams?..... Yes  No
- (n) Any work on rural dams? If so, percentage of work? \_\_\_\_\_ % Yes  No
- (o) Any work in the rail corridor?..... Yes  No
- (p) Any other occupations that a reasonable person would consider hazardous? If yes, type of work?..... Yes  No

If 'Yes' to any of the above, kindly provide brief details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## SECTION 1 ➔ Material Damage (continued)

### C. Automatic Extensions to Section 1 Material Damage (refer to policy wording for full details of cover)

- Expediting Expenses (\$50,000)
- Accessories (\$5,000)
- Sign Writing
- Tyre Replacements
- Protection and Removal (\$50,000 / \$250,000)
- Locks and Keys (\$5,000 / \$10,000)
- Personal Effects (\$500 / \$1,000)
- Windscreen Replacement (\$10,000)
- Finance Gap Protection (30%)
- Ongoing Hire Costs (\$50,000)
- Finance Payment Protection (\$50,000)
- Substitute Hire Costs (\$50,000)
- Dry Hire (No Damage Waiver offered in agreement)
- Appreciation in Insured Property Value (20%)
- Damage to Lifted Goods (\$250,000)
- Dual Crane Operation
- Hired in Items – Blanket cover (\$50,000)
- Non-Owned Trailer in Control (\$100,000)
- Fire Brigade / Emergency Services (\$20,000)
- Owner Protection Plus

Do you require any of the limits provided in the Automatic Extensions to be increased? ..... Yes  No

If so, please provide details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### D. Optional Extensions to Section 1 Material Damage (refer to policy wording for full details of cover)

Please select the Optional Extensions required (note: additional premium could be applicable for these covers)

Loss of Revenue..... Yes  No

– If yes, limit required? \$ \_\_\_\_\_

Increased Cost of Working..... Yes  No

– If yes, limit required? \$ \_\_\_\_\_

Removal of Co-Insurance / Average clause..... Yes  No

– If yes, specify items? \_\_\_\_\_

Agreed Value (we require a valuation from an accredited valuer)..... Yes  No

– If yes, specify items? \_\_\_\_\_

Extended Dry Hire (Damage Waiver offered in agreement)..... Yes  No

– If yes, specify items? \_\_\_\_\_

Hired-in Items (increased limits)..... Yes  No

– If yes, please complete Hired in Items Questionnaire.

Breakdown..... Yes  No

– If yes, please complete Breakdown Questionnaire.

Plant and Equipment on Watercraft..... Yes  No

– If yes, please complete the Watercraft Questionnaire.

## SECTION 2 ➔ Road Risk Liability

Is Road Risk Liability Required? ..... Yes  No

(a) Limit of Liability Required .....  \$20,000,000  \$30,000,000

### A. Automatic Extensions to Section 2 Road Risk Liability (refer to policy wording for full details of cover)

- Asbestos Clean-up (\$100,000)
- Substitute Vehicle
- Movement of other Machines
- Removal of Debris (\$50,000)
- Sea Transportation
- Towing Disabled Vehicles
- Trailers
- Hired-In Items
- Dangerous Goods (\$1,000,000) –  
Note: The cover provided for dangerous Goods is picked up under exclusion 5.4.3.

Do you require any of the limits provided in the Automatic Extensions to be increased?

If so, please provide details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## SECTION 3 ➔ Broadform Liability

Is Broadform Liability (Public and Products Liability) Required? ..... Yes  No

Limit of Liability Required:  \$5,000,000  \$10,000,000  \$20,000,000 Other: \$ \_\_\_\_\_

Estimated Annual Turnover: \$ \_\_\_\_\_

### A. Risk information

(a) Please provide split of business activities:

ACTIVITY	% OF TURNOVER
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3** ➔ **Broadform Liability (continued)**

(b) Do you engage contractors or sub-contractors to perform work on Your behalf and in connection with Your Business? If yes, complete the below: Yes  No

TYPE OF WORK	% OF WORK	ANNUAL PAYMENTS
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

(c) Do you require sub-contractors to have their own liability policy?..... Yes  No

(d) Do you have processes in place to ensure the subcontractors' insurance is adequate and current?..... Yes  No

**B. Automatic Extensions to Section 3 Broadform Liability (refer to policy wording for full details of cover)**

- Property in Your Physical or Legal Control (Including Hook Liability) - \$250,000
- Vibration and Removal of Support - \$1,000,000

**C. Optional Extensions to Section 3 Broadform Liability (refer to policy wording for full details of cover)**

Please select the Optional Extensions required (note: additional premium could be applicable for these covers)

Property in Your Physical or Legal Control (Including Hook Liability) – Increased Sub Limit ..... Yes  No

– If yes, limit required? \$ \_\_\_\_\_

Vibration and Removal of Support – Increased Sub limit ..... Yes  No

– If yes, limit required? \$ \_\_\_\_\_

Railways and Rail-works or Rail Activities ..... Yes  No

– If yes, what is the percentage of turnover? \_\_\_\_\_ %

Assumed Liability Inclusion ..... Yes  No

– (please attach the Incidental Contract you require specified on the schedule)

# All Sections and General Information

## A. Automatic Extensions to All Sections (refer to policy wording for full details of cover)

- Automatic Inclusion/Deletion - \$500,000
- Other Interested Parties
- LPG Conversion
- Hold Harmless (Subrogation Waiver)

## B. Optional Extensions to All Sections (refer to policy wording for full details of cover)

Please select the following Optional Extension if required (note: additional premium could be applicable for these covers)

Underground Risk..... Yes  No

## Claims History

Have you had any claims or incidents in the last 5 years? ..... Yes  No

If yes, please provide details below (note a claims history on underwriter letterhead is required prior to binding)

YEAR	MATERIAL DAMAGE	ROAD RISK	LIABILITY
Current year _____	\$ _____	\$ _____	\$ _____
1 year ago _____	\$ _____	\$ _____	\$ _____
2 years ago _____	\$ _____	\$ _____	\$ _____
3 years ago _____	\$ _____	\$ _____	\$ _____
4 years ago _____	\$ _____	\$ _____	\$ _____

## Underwriting Information

- (a) Have any insurers ever declined your proposal/application?..... Yes  No
- (b) Have any insurers ever refused or cancelled cover or imposed special conditions in respect of the proposed insurance? ..... Yes  No
- (c) Have you or any person applying for this insurance ever been declared Bankrupt insolvent, had liquidators appointed or been a defendant in a civil court case or convicted of any criminal offence?... Yes  No
- (d) Have You ever traded under another entity? .....Yes  No
- If so what entity?\_\_\_\_\_
  - why did the entity cease trading?\_\_\_\_\_
  - were there any claims under this entity in the past 5 years?\_\_\_\_\_

If 'Yes' please provide full details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## SECTION 4 ➔ Declaration and Signature

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### Declaration and Signature

**Please read carefully the following important information before signing:**

#### DUTY OF DISCLOSURE

Before You take out an insurance policy with Us, the *Insurance Contracts Act 1984* requires You to tell Us every matter that is known to You that:

- You know to be a matter relevant to Our decision whether to accept the risk and, if so, on what terms, or
- a reasonable person in the circumstances could be expected to know to be a matter relevant to Our decision.

Therefore, before You enter (or renew, extend, vary or reinstate) an insurance policy with Us You must:

- give Us complete and honest answers
- tell Us everything You know, and
- tell Us everything that a reasonable person in the circumstances could be expected to know.

#### Who needs to disclose

You are answering questions on behalf of both Yourself and anyone else You want to be covered by this insurance. The duty of disclosure applies to You and everyone else insured by the Policy.

#### How long does the duty of disclosure last

The duty to disclose continues right up to the commencement date of the insurance or the date it is renewed.

#### What We do not need to be told

You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know or, in the ordinary course of business, ought to know, or
- We say We do not need to know.

#### Failure to disclose

We can reduce the amount We pay under this insurance for a claim or even cancel the insurance cover if You or anyone else insured under the Policy fail to comply with the duty of disclosure.

If a non-disclosure is fraudulent, We may avoid the Policy under the *Insurance Contracts Act 1984*, resulting in Us treating the Policy as if it never existed.

#### Under Insurance/Average

This means that if you under insure, you may be required to bear a portion of the loss yourself.

#### 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 form giving full details of additional information.

## SECTION 4 ➔ Declaration and Signature (continued)

### Privacy

In this statement "we", "us" and "our" means Lloyd's and ATC Insurance Solutions (ATC) as its agent.

We are bound by the requirements of the *Privacy Act 1988* (Cth), the *Privacy Amendment (Private Sector) Act 2000* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or by calling us on the number below.

We, and our agents, need to collect, use and disclose your personal 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.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom. These parties which include our related entities, distributors, agents,

insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide 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.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1777 or write to us at the address given on page one.

### Declaration

I/We represent that the above statements and facts are true and that no material facts have been suppressed or misstated.

Furthermore, I/we

1. have either completed all of the questions on this form personally or they have been completed by someone else on my/our behalf and the answers have been checked for fullness and accuracy by me/us;
2. have read and understood the information concerning the duty of disclosure and all other important notices;
3. agree to ATC Insurance Solutions obtaining from my/our previous insurer(s) any information it may need about my/our claims or insurance history;
4. agree to ATC Insurance Solutions making enquiries from any third party to verify my/our claims history and other information disclosed herein or statements made by myself/ourselves in making this application;
5. agree to ATC Insurance Solutions disclosing to any insurance intermediary appointed or to any former or future insurer of myself/ ourselves the claims history or any other information as may be determined;
6. have received and read a full copy of the Product Disclosure Statement for this insurance with this application form.

If insufficient space is provided on this proposal in respect of any questions contained on the proposal, please attach a sheet of paper containing the additional information, noting the relevant question number and sign and date such attachment.

I/We declare that the answers given herein are in every respect true and correct and that I/we have not withheld any information likely to affect the acceptance of the Proposal. I/We have read and understood the Proposal and the Policy conditions.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_