

**Boardform Liability  
Proposal Form**

## Boardform Liability Proposal Form

### Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under the Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

### Privacy Statement

We are committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

We require personal information about you to assess your request for insurance and to administer your Policy, and also to notify you about other of our services or promotions from time to time.

Unless we are required by law to provide personal information to others, your personal information will only be seen or used by:

- Our own staff and contracted staff
- Claims adjusters, lawyers and others appointed by us or on behalf of us for claims handling purposes, and
- Our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia)

By submitting your personal information to us, you agree to us using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance proposal may not be accepted, or we may not be able to administer your Policy, or you may breach your Duty of Disclosure, the consequences of which are set out in the Duty of Disclosure section of this document.

You can request access to the personal information we hold about you and, where necessary, you can notify us in writing of changes so we can ensure that the information we hold about you is accurate, complete and up-to-date.

From time to time, we may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

For further details of our Privacy Policy or to request access to or correct your personal information, please contact the Privacy Officer on 02 9551 1111 or by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au) or by letter addressed to the Privacy Officer, Calliden Insurance Limited, Suite 1, Level 3, Building B 207 Pacific Highway, St Leonards, NSW 2065. Our Privacy Policy may also be viewed on our website [www.calliden.com.au](http://www.calliden.com.au)

### Goods and Services Tax

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess. If you are unsure about the taxation implication of this Policy, you should seek advice from your accountant or tax professional.

### Don't Prevent Our Right of Recovery

The Liability policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

Policy Number: .....

Client Number: .....

Intermediary Number .....

**PLEASE ANSWER ALL QUESTIONS IN FULL, USING BLOCK LETTERS AND TICK APPROPRIATE BOXES. IF THERE IS INSUFFICIENT SPACE, PLEASE ATTACH ADDITIONAL INFORMATION ON A SEPARATE PIECE OF PAPER.**

**Details of the Insured**

Insured Name (i.e. the legal entity): .....

Trading Name: .....

Tax Registered Business:  Yes  No ABN No ..... Input Tax Credit: ..... %

Situation Address: .....

Suburb:..... State:..... Postcode.....

Postal Address: .....

Suburb:..... State:..... Postcode.....

Business Phone No: ( )..... Fax No: ( ).....

Email: .....

Period of Insurance: From:...../...../..... at 4 pm To:...../...../.....at 4 pm

Other Interested Parties: *(Please state their full name, the type of interest and the property concerned)*

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**Your General History**

1. After investigation, have you or any principal, partner, or director either alone or jointly with others ever, in the last 7 years:
  - a. Had any insurance declined or cancelled, application / proposal, rejected, refused claim rejected, or special conditions or excess imposed by any insurer?  Yes  No
  - b. Had any claims made against you?  Yes  No
  - c. Had any of your products recalled?  Yes  No

- d. Had an incident or accident occur which you be insured by this proposed insurance?  Yes  No
- e. Been charged with or convicted of any criminal offence (excluding traffic offences)?  Yes  No
2. Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership)?  Yes  No
3. How many years have you been in business? .....

*If "Yes" to any of the above questions, please provide full details. For claims or uninsured losses, please detail the total cost of the claim, date of loss, how the loss occurred, the name of insurer and the policy number.*

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Details about your premises

1. Please complete the following table:

	Location	Owned/Leased
Location 1		
Location 2		
Location 3		

2. Please complete the following table about the premises that you own but do not occupy:

	Location	Type of premises e.g. office block, shop etc.
Location 1		
Location 2		
Location 3		

**Details about your business**

1. Please provide full details about your business operations (including any subsidiaries). If your business operations include work relating to design, manufacturing, distribution, welding or work involving application of heat, formulation, or servicing, please provide full details.

*Please also attach copies of product brochures, last annual report or any other relevant documentation.*

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2. Is your business represented outside Australia?  Yes  No

*If "Yes" please provide details of the locations and the nature of the representation, e.g. branch, power of attorney, agency etc.*

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3. Do you or does anyone on your behalf, work at any location(s) other than those listed above?  Yes  No

*If "Yes" please provide details of the work performed at other locations e.g. servicing, installation, repairs etc*

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4. Do you transport, handle, store or use hazardous goods?  Yes  No

*If "Yes," please provide details.*

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5. Does your business create trade waste?  Yes  No

*If "Yes," please provide details including the type(s) of waste and how it is disposed of.*

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6. Do you or does anyone on your behalf, operate own, manage, offer or are you or anyone on your behalf in any way connected with the following:

- First Aid Facility:  Yes  No
- Car Parks:  Yes  No
- Unregistered Vehicles:  Yes  No
- Pressure Vessels:  Yes  No
- Lifts, escalators, hoists, cranes:  Yes  No
- Railway e.g. sidings;  Yes  No

*If you have answered "Yes" to any of the above, please provide full details.*

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**Details about your Payroll**

1. Please provide the following details about your estimated annual payroll (include earnings of directors, partners and principals).

	Estimated Annual Payroll	Number of Staff
Managerial, Clerical and Sales	\$	
Manufacturing	\$	
Installation	\$	
Other	\$	
<b>TOTAL</b>	\$	

2. Do you employ sub-contractors?  Yes  No

*If "Yes," please provide the following details:*

a) What is the usual type of work carried out by the sub-contractor?

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b) Do you obtain a copy of the certificate of currency for your subcontractor's liability and workers compensation insurance?  Yes  No

*If "No," how do you identify the adequacy of the sub-contractor's insurance?*

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c) Do you always require your contractors/subcontractors to name you as a principal on their liability policy?  Yes  No

d) What is your estimated annual payments to contractors/subcontractors for:

Labour: .....

Plant: .....

Material: .....

**Product Information**

3. Please provide the following information for all of your products that are to be covered by this insurance, Please attach copies or brochures of other material about your product(s):

Product Name	Date First Marketed	Description of Product	Use of Product	Estimated annual Turnover
i.				\$
ii.				\$
iii.				\$
iv.				\$
v.				\$

4. If you export any of your products, please provide the following details:

Product Name	Country sold to	Turnover exported	Company representation in this country. Please choose power of attorney, branch representative, other (specify)

5. Are you able to identify the manufacture or source of all items you use to manufacture your product?

Yes  No

*If "No," please provide reasons*

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6. Will you be introducing any new products in the next 12 months?

Yes  No

*If "Yes," please provide details:*

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7. Do you have quality control procedures in place?

Yes  No

*If "Yes" please provide details*

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8. Are any of your products subject to any Australia or international standards or codes?

Yes  No

*If "Yes," please provide full details*

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9. Have you discontinued manufacturing, handling or processing any products?

Yes  No

*If "Yes," please provide full details*

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10. Are any of your products specifically designed, imported, handled or manufactured for use in an aircraft or watercraft?  Yes  No

*If "Yes," please provide full details*

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**Care, Custody and Control**

We offer cover up to \$50,000 for any occurrence and in any one period of insurance for property in your physical care, custody or control for the purpose of repair, service, maintenance or alteration or which are on temporary loan or hire.

Do you require any cover in addition to \$50,000?  Yes  No

*If "Yes," please answer the following questions:*

1. What limit cover do you require? .....
2. What is the total value of the property in your care, custody and control? .....
3. What is the maximum value of the property in your care, custody and control at any one time? .....
4. Please Provide details of the property in your care, custody and control:

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**Contractual Liability**

We offer cover for liability assumed under contract or agreement for the lease or property, liability assumed under a warranty of fitness or quality as regards your products and liability assumed under specifically agreed contracts.

Do you assume liability under contract or agreement other than liability assumed under a lease for property?  Yes  No

If you have answered "Yes" to the above question, please provide full details and attach copies of all agreements or contracts under which you assume liability. You will only be covered for liability under these contracts or agreements if we agree to cover you.

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**DECLARATION**

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/we:

- a) Declare that:
  - i) The answers and information given by me / us in this Proposal are true and correct in all respects;
  - ii) No information has been withheld that would affect Calliden's Insurance Limited decision to accept this Proposal;
  - iii) Where answers in this Proposal are not my / our own handwriting, they have been checked by me / us and I / we agree they are correct;
  - iv) I / we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
  - v) If there was insufficient space to fully answer any questions, we have attached ..... supplementary pages providing the additional information required.
  
- b) Authorise Calliden Insurance Limited to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me / us and claims under those insurances.
  
- c) Understand that, if this Proposal is accepted, my / our insurance cover will be subject to the terms and conditions set out of the Calliden's Insurance Limited Broadform Liability Policy.
  
- d) Acknowledge that Calliden Insurance Limited, its agents and / or employees reserve the right to decline this proposal.

Proposer's Signature: ..... Date:...../...../.....

Proposer's Title: .....