



# Public and Products Liability including Cleaning **Proposal Form**

**Solution Underwriting Agency Pty Ltd**

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# Important Information

## Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

### What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are a natural person, a different duty of disclosure to the one set out above applies to you.

Please contact us so that you can be informed of the duty of disclosure that applies to you.

## Privacy Statement

In this Privacy section 'we', 'us' or 'our' means Chubb Insurance Australia Limited and Solution Underwriting Agency Pty Ltd, unless specified otherwise.

We are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

### *Your Choices*

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

### *How to Contact Us*

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or

contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

You can also download a copy of Solution's Privacy Policy by visiting <http://www.solutionunderwriting.com.au>

## Claims Made

This Proposal is for a policy issued by Chubb Insurance Australia Limited ('Chubb') on a claims made and notified basis. This means that the policy only covers claims first made against you during the insurance period and notified to Chubb in writing during the insurance period. The policy does not provide cover for any claims made against you during the insurance period if at any time prior to the commencement of the insurance period you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where the insured gives notice in writing to the insurer during the insurance period of facts that might give rise to a claim against the insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the insurance period has expired.

## Alteration of risk and deregistration

The policy requires you to notify the insurer within thirty days of any material change in the nature of the professional business, or any act of insolvency or bankruptcy of the insured. The policy requires you to give immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of the insured's statutory registration. Claims arising following the cancellation, suspension or termination of the insured's statutory registration are excluded from indemnity under the policy.

## Insurer and Agent

This Policy is issued by Solution Underwriting Agency Pty Ltd ('Solution Underwriting') (ABN 68 139 214 323, AFSL 407780) acting under a binder as an agent of the insurer, Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) ('Chubb').

This Policy is a legal contract between You and Us. You have paid, or agreed to pay, Us the Premium and We provide the cover specified in this Policy and as set out in Your Schedule.

The terms, conditions and provisions of the insurance We offer You are set out in this Policy. It is important that You:

- read all of the Policy before You buy it to make sure that it gives You the protection You need;
- are aware of the limits on the cover provided and the amounts We will pay You (including any Excess that applies);
- are aware of the definitions in Your Policy. You will find definitions throughout Your Policy.

You must comply with all provisions of this Policy, otherwise We may be entitled to refuse to pay a Claim or reduce the amount You are entitled to receive. The Policy is in force for the Period of Insurance set out in Your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are Our standard policy limits); and
- the remainder will be stated in Your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If Your Policy is endorsed You will receive notification of the endorsement.

## About you

Name in full of all entities to be insured including subsidiaries:

Company name	A.B.N.	I.T.C.%

Postal address:

Full description of your business:

Number of years in continuous operation:

Your website:

Please provide details of all premises occupied for the purpose of conducting your business:

Premises 1	Premises 2	Premises 3

Owned  Leased

Owned  Leased

Owned  Leased

## Period of insurance

From  /  /  at 4pm To  /  /  at 4pm

## Limit of indemnity

Public Liability:	\$ <input type="text"/>	any one occurrence
Product Liability:	\$ <input type="text"/>	annual aggregate
Goods in your physical and legal control:	\$ <input type="text"/>	annual aggregate

## Turnover

Annual turnover past 12 months:

\$

Estimated turnover coming 12 months:

\$

In respect of turnover for the last financial year, please provide a breakdown by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

### New South Wales Stamp Duty Exemption:

(tick box if applicable)

The insured is a CGT small business as defined within the meaning of the *Income Tax Assessment Act 1997* (of the Commonwealth) at the time that the contract of insurance is renewed.

**Important - only applies to:**

- Insureds with turnover in NSW and who meet definition of a CGT small business
- Professional Indemnity and Public and Product Liability Insurance

## Payroll

	Payments	Staff numbers
Managerial, clerical and sales:		
Manufacturing:		
Installation/work away from premises:		
Other:		

## Contractors

Do you use contractors and/or sub-contractors to perform work in your business?

Yes  No

If YES, do they work under your direct supervision or control?

Yes  No

What are the estimated annual payments?

What are the nature of work they carry out?

Are they required to carry their own insurance for:

- a) Public Liability      Yes  No       Minimum Limit: \$
- b) Workers Compensation      Yes  No

How is this checked?

## Labour hire

Do you use labour hire personnel supplied by labour hire companies in your business? If YES: Yes  No

Company	Type of work	Annual payments

Are you required to insure these personnel for Workers Compensation? Yes  No

Do you hire out your employees to third parties on a labour hire basis? Yes  No

If YES, what is the estimated annual turnover received? \$

What is the type of work they perform?

## Please provide details of any of the following:

Boiler/pressure vessels:

Car parks:

Unregistered vehicles (number and type):

Lifting equipment (lifts, escalators, hoists, cranes etc):

Hazardous or dangerous substances stored at your premises:

Substance	Quantity	Storage method	Use of substance

## Products

Please provide full details of all products for which insurance is required. (Please attach product brochures and any other appropriate documents).

Description	Function	Manufactured (M) Imported (I) Distributed (D) Exported (E)	Turnover	Origin/destination
			\$	
			\$	
			\$	
			\$	

Do you modify, re-label or re-package any of the products you import, export or distribute?

Yes  No

If YES, please provide details:

Are any of your products used in motor vehicles, aircraft, watercraft, hovercraft, rail equipment, power stations, chemical plants or mines? Yes  No

If YES, please provide details:

Do you manufacture any petrochemicals, industrial chemicals, pesticides, fungicides, fertilizers or radioactive materials? Yes  No

If YES, please provide details:

Please provide details of the quality control procedures for all your products (including relevant industry codes or standards, testing details and frequency, recall procedures and record keeping):

Have you ever recalled a product due to potential safety issues? Yes  No

If YES, please provide details:

## Property of others in your physical and legal control

In the course of your business, do you have in your possession the property of others in your physical and legal control? Yes  No

If YES, please give a description of the property:

What is the value at all your locations at any one time?

What is the maximum value of any one item?



Is this property covered by any other policy?

Yes  No

If YES, please give details including type of policy, policy number, insurer and policy period:

## Contractual

Do you assume the liability of others under contract or hold others harmless?

Yes  No

If YES, please provide details and attach copies of agreements:

## Cleaners

### Cleaning activities undertaken

Please provide a breakdown as a percentage of your gross fees/income for the past 12 months derived from the following fields of work:

Domestic	Commercial	Industrial	Retail (during trading hours)	Retail (outside trading hours)
%	%	%	%	%

Do you clean any shopping centres, shopping arcades, markets, supermarkets?

Yes  No

If YES:

Name:

Location:

Do you clean food courts?

Yes  No

Are you involved in high-rise window cleaning or building maintenance?

Yes  No

Please provide a breakdown as a percentage of your gross fees/income for the past 12 months derived from the following fields of work:

Up to 2 storeys	2–5 storeys	5-10 storeys	Over 10 storeys
%	%	%	%

Methods used:

Scissor lift  BMU  Abseiling

## Insurance and other history

Has any insurer ever declined, refused to renew, cancelled or imposed special terms or conditions on any proposal, renewal or policy held by you?

Yes  No

If YES, please provide details:

Have you ever had any criminal charges and/or convictions?

Yes  No

If YES, please provide details:

Have you ever had financial trouble resulting in the appointment of an administrator and/or liquidator and or being declared bankrupt?

Yes  No

If YES, please provide details:

## Claims

After investigation, have there in the past 7 years, been any claims and/or uninsured losses and/or circumstances which could give rise to a claim?

Yes  No

If YES, please provide details (including the date of loss, a full description of the circumstances of the claim, amount paid and the amount outstanding, amount of excess and whether or not the claim has been finalised):

## Declaration

I/We declare that to the best of my/our knowledge and belief the answers given above, documents or papers submitted, represent the true position and that we have not withheld any information, material to this proposal.

I/we acknowledge that no cover is provided unless and until;

- Solution Underwriting advise in writing of the cover and terms which they can provide, and
- this cover and terms is then accepted by me/us, and
- Solution Underwriting are advised by me/us of acceptance of their cover and terms offered, and
- Solution Underwriting acknowledges to me/us that cover is provided.

Where answers in this proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree that they are correct.

I/we have read and understood the Important Facts at the beginning of this proposal.

I/we authorise Solution Underwriting to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to or which may impact on this insurance cover, and any other insurances held by me/us and claims under those insurances.

I/we agree that this proposal and accompanying documents or papers shall form part of this proposal and are the basis of the insurance contract proposed.

### Signature(s) on behalf of the Proposers:

Signature:

Name:

Position:

Date:

## Any queries, please contact us

### Solution Underwriting Agency Pty Ltd

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