



Proposal Form

New Business

"SME CL" - Contractor's Pollution Liability
Claims Made

IMPORTANT NOTICE

The information provided in this proposal will form the basis of any contract of insurance entered into. Please read the following notices carefully and ensure you answer all questions in full and read and sign the Declaration at the end.

For Claims Made Insurance

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- pollution conditions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act towards each other with the utmost good faith. Failure to do so in your part may prejudice any claim and/ or the circumstances of the insurance contract.

Your Duty Of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), 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 the insurance and, if so, on what terms. This includes but is not limited to every fact and matter that you know, or could reasonably be expected to know that might give rise to a claim against you. This may also include information which is additional to the questions asked in this proposal form.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. This means that prior to renewal or any policy variations, as well as advising of new information, you also need to advise the insurer of any changes to the facts previously notified.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its 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 or make a material misrepresentation to us, the insurer may be entitled to reduce their 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 and therefore decline to pay any claim. This means that your policy would be deemed to have never existed and no claims would be payable.

Insurer

Chase Professional Risks, a division of Chase Underwriting Solutions Pty Ltd (AFSL 454344, ABN 50 156 554 808) (Chase) is a leading provider of insurance products. Chase is not the Insurer of any contract of insurance entered into, but has been granted an authority by the Insurer to underwrite and issue contracts of insurance for and on behalf of the Insurer under an agency agreement between Chase and the Insurer.

The Insurer is Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).

Completing and signing this proposal form does not bind either the Proposer or the Insurer to enter into a contract of insurance.

Privacy Statement

Chase Underwriting Solutions Pty Ltd is committed to safeguarding and protecting you, the Insured's privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matter incidental thereto, including investigating and managing claims.

We may provide your personal information to others, such as other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, Chase will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information please write to:

The Privacy Officer
Chase Underwriting Solutions Pty Ltd
Level 1, 68 Clarke Street,
Southbank, VIC 3006
Telephone number 1300 949 834

Please refer to Chase's Privacy policy on our website: [Chaseunderwriting.com.au/Chase Privacy Policy](https://chaseunderwriting.com.au/Chase-Privacy-Policy)

Please also refer to the Insurer's privacy policy on their website:
<https://www.libertyspecialtymarkets.com.au/footer/privacy-policy/>

INSTRUCTIONS

Important: Please answer all questions fully. If any section does not apply, please indicate with N/A. All questions will be deemed to be answered in respect of all entities & persons to be insured under this policy. If the space provided is insufficient please include attachments on your company letterhead.

This application must be signed and dated by an owner, principal or other duly authorised person. Please submit the following with this application:

- Standard client and sub-contractor contract documents used
- Representative Project Listing with descriptions
- Attach a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured)

APPLICATION FOR "SME CL" CONTRACTOR'S POLLUTION LIABILITY

THE INSURED

1. Named Insured

2. Address

3. Website Address

4. Period of Insurance

From: _____ / _____ / _____ at 4 pm Local Standard Time

To: _____ / _____ / _____ at 4 pm Local Standard Time

5. Project Details (one off contract/project specific)**6. Project Name****7. Project Period**

From: _____ / /

To: _____ / /

COVERAGE DETAILS
8. Limits

Occurrence Limits	Aggregate Limit
\$	\$

9. Deductible

If you require further options, please discuss with your broker.

COMPANY OPERATIONS
10. Operations of the named Insured

11. Which States and Countries do you operate in?

NSW	Vic	Qld	SA	WA	Tas	ACT	NT	Overseas
%	%	%	%	%	%	%	%	%

12. If other, Please list countries below**TURNOVER OR CONTRACT VALUE**
13. Revenue Details

Actual Revenue Current Period of insurance	\$
Estimated Revenue for forthcoming Period of Insurance	\$
Estimated Revenue relating to Professional Services/Design	\$

14. Contract Value**ACTIVITIES**
15. Activities

General construction (including electrical, carpentry, plumbing, painting, concrete, steel)	%
General earthmoving, excavation, grading and site preparation	%
Demolition / dismantling/ drilling / dredging / marine / industrial facility maintenance / landfill O&M	%
Soil and groundwater remediation, recycling / packaging of hazardous materials	%
Underground work: installation of pipelines, underground storage tanks, mining support	%
Hazardous waste treatment	%
Energy services (oil and gas)	%
Professional Services/Design	%
Total Percentage	%

16. What Pollution / Environmental Risk Management Procedures are in place?

(Please provide a copy of the Environmental Management Plan)

17. Do you select, arrange for the transport of, or transport hazardous waste to treatment, storage or disposal facilities?

Yes

No

If yes, please explain:

18. Do you own, operate, rent or lease a treatment, storage or disposal facility

Yes

No

If yes, please explain:

19. Have you entered into any joint Venture Agreements to which this insurance should apply?

Yes

No

If yes, please explain and attach a copy of Articles of Joint Venture Incorporation:

20. Use of Written Contracts

Does your contract contain a limitation of liability provision?

Yes

No

If yes, please explain:

21. Who reviews contractual agreements on your behalf?

22. Do you subcontract services?

Yes

No

If yes, please specify the services and the total gross turnover:

Service	Total Gross Turnover

23. Do you use written contracts with your subcontractors?

Yes

No

CYBER SECURITY

24. Does the company have an established Cyber Security Strategy in place that extends beyond data protection?

Yes

No

25. How does the company ensure that cyber security risk management is integrated in the company's overall risk management practices?

26. What is the company's approach towards external and internal penetration tests and vulnerability assessments?

27. How are critical vulnerabilities remedied once identified? What changes are now being implemented as a result breach?

28. Please provide a copy of your Cyber Incident Response Plan (Executive Summary would suffice), or equivalent for our review.

CLAIMS INFORMATION

29. Has any application for Pollution Liability Insurance by the applicants present owners, principals or partners ever been declined, or coverage cancelled or non- renewed?

Yes No

30. Has any claim, suit, or demand for money or services ever been made against the applicant, its subsidiaries, or its principals?

Yes No

If yes, please explain:

31. Is the applicant aware of any of the following circumstances or any allegations of the applicant's liability, or any allegations of an act, error, or omission in the performance of the applicant's services which may result in any claim, suit, or demand for money or services against the applicant or any person or entity for who the coverage is sought?

Yes No

If yes, please explain:

32. What steps are taken to identify and evaluate pre-existing contamination in soil and ground water before undertaking surface works?

PLEASE NOTE THAT THE POLICY SHALL NOT APPLY TO SUCH REPORTED CLAIMS OR CIRCUMSTANCES, UNLESS SCHEDULED ONTO THE POLICY BY ENDORSEMENT.

DECLARATION

(To be signed by a partner or director.)

I, the undersigned, declare and acknowledge:

- that I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal;
 - that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and I have not withheld any material information from this proposal
 - that this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.
 - that until a Contract of Insurance is entered into, I am obliged to inform Chase of any changes to any information supplied or of any new information that is relevant;
 - that I understand Chase relies on the accuracy of the information and documentation supplied proposing for this insurance;
 - that I have read and understood the Important Notices which form part of this proposal;
 - that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposer's acceptance of an offer by Chase, if any;
 - that the proposed Insured is a small business with a turnover of less than AU\$2 million in the last financial year. Note that if No is selected or this question is left blank, in accordance with Ch 8, Pt 5A of the *Duties Act 1997 (NSW)*, from 1 January 2018, Insurance will charge stamp duty on risks that 1) occur within or partly within NSW or 2) cover NSW property.
- Yes No

Signature:

Name of Authorised Signatory:

Title / Position:

Date:

Have you remembered to attach the following?

1. Standard client and sub-contractor contract documents used Representative Project Listing with descriptions.
2. a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured).
3. any other document you have been asked to attach in the questions above.