



## Proposal Form

### Contractors Pollution Liability Insurance

#### Important Notice

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##### Claims-Made and Notified Insurance

This policy is issued on a **claims-made and notified** basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you, or if the Pollution conditions which gave rise to the Claim against you existed before the Retroactive Date specified in the Schedule.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

##### Your 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.

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.

##### Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation or where you are a party to an agreement which excludes or limits the insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

##### Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- 1) When you lodge a claim we will tell you in plain language what information we need and how you should go about making your claim.
- 2) We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

##### Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly. If you have a complaint:

- 1) Contact your insurance intermediary and they may raise it with us.
- 2) If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:

The Compliance Manager  
AIG  
Level 12, 717 Bourke Street, Docklands  
VICTORIA 3008

- 3) If you are still unhappy, you may request that the matter be reviewed by our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.
- 4) If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which AIG are obliged to comply. Contact details are:

Insurance Ombudsman Services Limited  
Phone: 1300 780 808 (local call fee applies)  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Internet: <http://www.insuranceombudsman.com.au>  
PO Box 561, Collins St West Post Office,  
Melbourne, VIC 8007



## Privacy Notice

This notice sets out how AIG Australia Limited (AIG) collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- Our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

### To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

### Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

### Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.



## Instructions

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- (a) Please complete all questions in this proposal. All questions applicable to each coverage applied for must be answered. Your application may **not** be dealt with if this form is incomplete and/or required submission information is absent.
- (b) Please provide the following documents and materials along with the completed original signed and dated proposal form:
- (i) Brochure/statement of qualification  
Enclosed  Information to follow  Do not exist
  - (ii) Safety Procedure/Manual.  
Enclosed  Information to follow  Do not exist
  - (iii) List of projects undertaken in the past 12 months (including brief description and contract value).  
Enclosed  Information to follow  Do not exist
  - (iv) Resumes of Key Personnel including all Project Managers  
Enclosed  Information to follow  Do not exist
- (c) If necessary, use additional sheets in order to provide the requested information.



**Details of the Applicant**

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1. (a) Named Insured / Name of Company:

\_\_\_\_\_

(b) Contact and Title:

\_\_\_\_\_

(c) Address of Head Office:

\_\_\_\_\_

(d) Website:

\_\_\_\_\_

2. (a) Named Insured is a:

- Company     Partnership  
 Joint venture     Other

(b) ABN:

\_\_\_\_\_

3. (a) Does the Named Insured hold a registration pursuant to A New Tax System (Goods and Services Tax) Act 1999?

- Yes     No

If "Yes", what is the registration number?

\_\_\_\_\_

(b) Does the Insured or any other entity to be insured under this policy intend to claim an input tax credit for the premium for this policy?

- Yes     No

If "Yes", to what extent (%) will an input tax credit be claimed by the Insured or any other entity to be insured under this policy?

  %  

4. Requested coverage and deductible/SIR:

Limit of liability: \_\_\_\_\_

SIR/Deductible: \_\_\_\_\_

Proposed Effective Date: \_\_\_\_\_

5. How long has the Named Insured been in business?

\_\_\_\_\_

6. During the past five years has the name of the applicant been changed or has any other business been purchased or have any mergers or consolidations taken place?

- Yes     No,

If "yes", please provide details.

\_\_\_\_\_

7. Are any Joint Ventures being proposed for coverage under this policy?

- Yes     No,

If "yes", please provide details.

\_\_\_\_\_

8. Does any one project or contract represent more than 25% of annual fees?

- Yes     No,

i. If "yes", please provide details.

\_\_\_\_\_

9. Please list the combined prior year's total revenue:

\_\_\_\_\_



10. Does any one project or contract represent more than 25% of annual fees? \_\_\_\_\_

Yes     No,

If "yes", please provide details.

11. Construction Values:

	Estimate for next 12 months	Present 12 months	Previous 12 months
From	.....	.....	.....
To	.....	.....	.....
All Operations	\$	\$	\$
Construction only no design	\$	\$	\$

**Profile of Operations**

12. Columns A+B should equal 100%, across projected sales for each category below.

Where none of the below are applicable please provide a breakdown of operations and associated costs indicating % in house and sub contracted.

**Remedial Action Contracting**

	(a) % In house	(b) % Sub-contracted out	(c) Projected \$ sales	(d) Number of jobs
Abatement: Asbestos/lead				
Abatement: Mould				
Barrier/Liner Contractors				
Dredging				
Emergency Haz Material Cleanup				
Groundwater Sampling				
Groundwater Treatment & Recovery				
Haz Material Cleanup/soil excavation				
Hydrocar./Chem. Recycling/recovery				
Mobile Incineration				
On-Site Haz Waste Treatment				
PCB Oil/Equip Retrofill & Removal				
Soil Sampling				
Tank Removal/Installation				
Waste Storage/Hauling				
Other (please explain)				
<b>Total Section 1</b>				



**Non Environmental Contracting**

	(a) % In house	(b) % Sub-contracted out	(c) Projected \$ sales	(d) Number of jobs
Carpentry, Framing				
Construction Management				
Demolition/Dismantling				
Drilling				
Electrical				
Excavation/Grading				
General Contracting				
Home Builders, Developers				
HVAC/Mechanical				
Industrial Cleaning (incl. sewer/septic)				
Insulation				
Logging				
Masonry, concrete				
Marine				
Oil Lease				
Operations & Maintenance				
Painting [non abatement sales]				
Pesticide, herbicide, fungicide, fertilizer				
Pipeline				
Plumbing				
Roofing				
Steel Erection				
Street and Road				
Other (please explain)				
<b>Total Section 2</b>	<b>X</b>	<b>X</b>		
<b>Total CPL (Sect. 1 &amp; 2)</b>	<b>X</b>	<b>X</b>		

**Stamp Duty**

13. For the purpose of calculating Stamp Duty please note the % turnover associated with work performed in each state:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

14. Detail general radius of foreign operations (i.e. country(ies)) where operations normally occur. Indicate percentage relative to total projected values under question 10.

\_\_\_\_\_

\_\_\_\_\_



15. Does your company select or arrange for the site of disposal for hazardous or non hazardous waste on behalf of clients?

Yes No,

If "yes", please provide details.

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16. Does your company own, operate or lease licensed waste treatment, storage or disposal facilities?

Yes No,

If "yes", please provide details.

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17. What are the minimum limits of liability you require for your subcontractors?

(a) General Liability\_\_\_\_\_

(b) Pollution Liability\_\_\_\_\_

(c) Professional Liability...\_\_\_\_\_

18. Do you work for your clients under a written scope of work and contract?

Yes No

If "No", describe how terms are agreed:

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19. Do your contracts with subcontractors contain an indemnification provision?

Yes No

*If "yes", attach copies of all insurance requirements and indemnification clauses.*

If "yes", indicate percentage\_\_\_\_\_%

20. Does your company enter into written contracts where you assume liability?

Yes No

*If yes, attach copies of all insurance requirements and indemnification clauses.*

If "yes", indicate percentage\_\_\_\_\_%

21. Do you ever make use of casual labour?

Yes No

If "yes", please provide details.

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## Claims Information

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### NOTE

For the purposes of Question 22 "YOU" includes the Corporation, Entity, or Partnership of the applicant and any Director, Officer or Partner thereof. Enquiries should be made if all appropriate staff before answering the following questions.

22. (a) Have you during the past five (5) years had any reportable releases or spills of hazardous substances, hazardous waste or any other pollutants, as defined by applicable environmental statutes or regulations?.

Yes No

If "yes", please provide details.

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- (b) Have you during the last five (5) years been prosecuted, or threatened with prosecution or are you currently being prosecuted, for any offence directly or indirectly arising out of a release from the covered location(s) of any substance into sewers, rivers, sea, air or onto land or groundwater?

Yes No

If "yes", please provide details.

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- (c) Has there been in the past five (5) years or is there now pending, a claim against you for cleanup, bodily injury or property damage, resulting from the release into the environment of hazardous substances, hazardous waste, or other pollutants from the location or other locations owned or operated by you. If yes provide a brief description of the claim(s), its disposition or present status.

Yes No

If "yes", please provide details.

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- (d) At the time of the signing of this application, do you know of any facts or circumstances which may reasonably be expected to result in a claim or claims being asserted against you for environmental cleanup or response, or for bodily injury or property damage arising from the release of pollutants into the environment?

Yes No

If "yes", please provide details.

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## Declaration and Consent

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The applicant declares that all necessary enquiries into the accuracy of the responses given in this proposal have been made and confirms that the statements and particulars in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. The applicant agrees that should any of the information given in this proposal alter between the date of this proposal and the inception date of the insurance to which this proposal relates, it will give immediate notice thereof to the insurer.

The applicant acknowledges receipt of the **Important Notice** contained in this proposal and that it has read and understood the content of that Notice. It is agreed that this proposal form shall be the basis of the contract should a policy be issued and will be attached to the policy. All written statements and materials furnished to the Insurer in conjunction with this proposal are hereby incorporated by reference into this proposal and made a part hereof.

The applicant consents to AIG collecting, using and disclosing personal information as set out in AIG's privacy notice in this proposal and the policy. If the applicant has provided or will provide information to AIG about any other individuals, the applicant confirms that the applicant is authorised to disclose the other individual's personal information to AIG and also to give the above consent on both the applicant's and their behalf.

The completion & signing of this proposal does not bind the applicant or the insurer to complete this insurance. The applicant's acceptance of the insurer's quotation and the insurer's written agreement to be bound is required to bind coverage and to issue a contract of insurance.

**The signatory below confirms he/she is authorised to complete, sign and submit this proposal on behalf of the applicant.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



Bring on tomorrow

### Head Office

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