

## PUBLIC & PRODUCTS LIABILITY

**Important Notice:** For the purposes of your new Contract of Insurance for the next Period of Insurance you must complete ALL of the following questions.

**Insured's Details**

Full Name(s) incl. Business and /or Trading Name(s): \_\_\_\_\_

**The Business**

Have your business activities changed in the last year? Yes  No

Have your business location(s) changed in the last year? Yes  No

**If Yes to the above,** please provide a description of your day to day activities and/or current business location(s):

\_\_\_\_\_

	Actual Last Year	Estimate This Year
Turnover/Fees	\$	\$
No. of Employees		

Do you engage contractors or subcontractors? Yes  No

Use personnel on-hired by labour hire agencies? Yes  No

**If Yes to the above,** please state the nature of the work carried out by contractors, subcontractors, and on-hired personnel and the estimated annual payment:

Activity	Annual Payment
	\$
	\$

Does the Applicant ensure that contractors and subcontractors have their own public liability insurance? Yes  No

**Claim Information**

Are there any claims currently pending against you, or any other person or entity to be insured under this insurance, or are you aware of any circumstances *not already notified to ProRisk*, which could give rise to a claim? Yes  No

**If Yes to the above,** please provide full details on a separate sheet and attach to this declaration.

**Limit of Indemnity:**

Please indicate the quotation option(s) required.

\$5 million       \$10 million       \$20 million       Other: \$

**Declaration**

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Declaration.
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the ProRisk Privacy Statement.
- I confirm that the statements and information in this Declaration are true and complete.
- I acknowledge that, if a contract of insurance is entered into, this Addendum, the Proposal and any accompanying documents will form the basis of the contract.

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon receipt of this completed declaration Professional Risk Underwriting Pty Ltd reserves the right to request a full proposal form.**

## IMPORTANT INFORMATION

### YOUR DUTY OF DISCLOSURE

Section 21 of the *Insurance Contracts Act 1984* provides that before you enter into a contract of general insurance with an insurer, you have a duty 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, upon what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

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 of disclosure is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, Underwriters 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, Underwriters may also have the option of avoiding the contract from its beginning.

### MATERIAL CHANGES TO RISK

The policy provides that the insured shall throughout the insurance period give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the proposal.

### SUBROGATION

The policy provides that insured shall take all reasonable steps to preserve Underwriters' rights of subrogation, and to assist Underwriters in the exercise of such rights.

### POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

### PRIVACY STATEMENT

ProRisk is bound by the obligations of the *Privacy Act 1988* (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

For a copy of the ProRisk Privacy Statement or to request access to or update the personal information, contact the Privacy Officer at ProRisk by email: enquiries@prorisk.com.au or by mail at the address shown on this policy.

### GENERAL INSURANCE CODE OF PRACTICE

ProRisk and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).