



# LIABILITY PROPOSAL FORM

Intermediary \_\_\_\_\_  
Intermediary No. \_\_\_\_\_

This declaration does not constitute an offer for renewal or the provision of a new business quotation. If we make an offer, this declaration forms part of the proposal for insurance.

ALL questions MUST be answered - DO NOT LEAVE ANY BLANK

## PROPOSER

Full name(s):

Trading name:

Postal address:  Post code:

Depot address:  Post code:

Work phone:  Mobile phone:

## SECTION 1: BUSINESS INFORMATION

What liability limit do you require on your renewal or new business quotation? \$

What is your business' estimated annual turnover and Gross Freight Earnings? Turnover: \$  GFE: \$

How many powered units will you have hauling freight?

How many Tool of Trade items will you operate? (Do not count goods carrying vehicles).

What is the maximum value of any one load you carry? \$

## SECTION 2: EMPLOYEES / SUBCONTRACTORS / LABOUR HIRE STAFF

Do you or will you contract to a principal contractor? Yes  No

If **Yes**, please state name and interest of principal(s) you want to be named on the policy:

How many employed and subcontracted **truck drivers and/or plant operators** will you employ?

How many other contractors will you employ? (**Excluding** drivers and plant operators).

How much do you pay per annum in contractor wages? (**Excluding** drivers and plant operators). \$

How many labour hire (**including** placement and employment agency) staff will you employ?

How much will you pay per annum in labour hire wages? \$

Please list all activities (**other** than driving / operating a vehicle) of subcontractors, labour hire staff:

### SECTION 3: BUSINESS ACTIVITIES

What is your occupation?

Earthmoving contractor\*

Cartage contractor - non hazardous

Pre-mix contractor

Cartage contractor - hazardous

**An earthmoving contractor operates plant and machinery (may specialise in certain tasks such as land / site clearing, excavation work etc.), visits third party locations, can own or lease a depot / terminal, can have a workshop, can store own fuel and can operate trucks to transport own equipment or commodities.**

**A cartage contractor operates truck and freight handling equipment, handles and moves freight (may specialise in hazardous, pre-mix, gravel etc.), visits third party locations, can own or lease a depot / terminal, can have a workshop for own vehicles, can store own fuel.**

\*If you ticked **earthmoving contractor**, are you involved in Road Works (beyond site preparation), Demolition, Railworks, Quarry and / or require Vibration Cover. If **yes**, please complete the **Supplementary Earthmoving Questionnaire**.

Yes  No

Please list and describe all additional activities to your primary occupation, including percentage of turnover from each:

ADDITIONAL ACTIVITIES\*:

PERCENTAGE(S) OF TURNOVER:

<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

\* Please note - these activities are not covered unless accepted by NTI in writing.

Are you involved in Warehousing / Storage?

If **yes**, please provide full details (including types of goods/ values and percentage of turnover).

Yes  No

Do you, or will you, manufacture **products** or act as an agent to sell / promote **products** of others, or imported overseas products, or exported local products?

If **yes**, please provide details:

Yes  No

Do you agree to assume the liability of others or provide waivers or warranties under any contracts?

If **yes**, please provide details:

Yes  No

### SECTION 4: PLACES OF BUSINESS

Please list the number of properties (locations) you own, lease or rent from which your business operates.

STREET

SUBURB / TOWN / CITY

QUARRY

<input type="text"/>	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="text"/>	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Please list additional activities performed on these properties. (Please attach a separate list if more than 2).

If you have tenant(s), please provide Name(s) of tenant(s), Location(s), Activity(ies) and percentage(s) of turnover:

### SECTION 5: LIABILITY CLAIMS / LOSS AND INSURANCE HISTORY

Please list details of any claims, incidents or events that gave or could give rise to a liability claim in the past 5 years: (If more than one, please attach separate listings)

Nil claims? Yes  No

Date of incident:  Description:  Approx. cost: \$  (cont. p3)

## SECTION 5: LIABILITY CLAIMS / LOSS AND INSURANCE HISTORY (cont.)

Has any insurer ever declined a proposal for, refused to renew a policy, cancelled a policy or imposed any special conditions on any insurance policy you have applied for or held?

Yes  No

If **yes**, please provide details:

Have you or any of your drivers had any criminal convictions?

Yes  No

If **yes**, please provide details:

## PRIVACY STATEMENT

### Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of providing insurance services to you. This includes evaluating your application, evaluating any request for a change to any insurance provided; providing, administering and managing the insurance services following acceptance of an application; investigating and, if covered, managing claims made in relation to any insurance you have with us. The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

### Disclosure

We may disclose your personal information, when necessary and in connection with the purposes listed above, to: your insurance broker or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers; other service providers, hospitals, medical, health professionals, legal and other professional advisers.

### Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.

### Access

You can request access to the personal information by contacting us at our address shown on this form.

## YOUR DUTY TO DISCLOSE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the "INSURANCE CONTRACTS ACT 1984" 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. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

### Non disclosure

If you fail to comply with your duty of disclosure, the insurer

may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your nondisclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### Admission of liability

I / We agree and acknowledge that if I / We make any admission of liability, repudiate or settle a claim, take any action which may be considered to be an admission of liability, without the previous written consent of the Company, I / We will be in breach of My / Our policy and the company has the right to refuse claim.

## DECLARATION

I / We understand the advice given in relation to the DUTY OF DISCLOSURE, NON DISCLOSURE, THIRD PARTY INTERESTS AND ADMISSION OF LIABILITY. I / We understand that no insurance is in force until such time as the insurer has confirmed acceptance of this proposal for insurance. I / We acknowledge and agree that this proposed insurance is not retroactive and does not indemnify against losses incepted or manifesting prior to the commencement of this proposed insurance. I / We further agree to accept the company's policy subject to the terms, conditions and exclusions to be contained herein or endorsed thereon.

Insured's signature:

1.  Date:

(If more than one insured all to sign)

2.  Date:

3.  Date:

NTI Limited (ABN 84 000 746 109) (AFSL 237246) is the manager for National Transport Insurance, an equal-partner joint venture of CGU Insurance Limited (ABN 27 004 478 371) and Vero Insurance Limited (ABN 48 005 297 807). This means that each insurer is responsible for its one half share.