

# Combined Public & Products Liability Insurance Proposal

## 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, 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.

Your duty however does not require disclosure of any 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.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

## Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

## Privacy Statement

Aurora Underwriting Agency Pty Ltd is committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to the underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurers are based overseas and we need to provide your personal information to them to arrange your cover.

If you provide us with personal information about anyone else, we 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.

A copy of our Privacy Policy may be obtained from our website [www.aurorauw.com.au](http://www.aurorauw.com.au)

## Average Provision

One of the insuring provisions of the Professional Indemnity Contract of Insurance provides that where the amount required to dispose of a claim exceeds the limit of the sum insured in the contract the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the contract limit bears to the total amount required to dispose of the claim.

## Waiver, Surrender of Rights, Contribution or Indemnity

Insurer(s) will not compensate you for any loss or damage that is covered by this Policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

## Role of Aurora Underwriting Agency Pty Ltd

Aurora Underwriting Agency Pty Ltd ACN 12 106 909 737 (AFSL 246500) act as an Agency for the Insurer(s) shown on the Schedule. This Insurance contract is written under a 'Binding Authority Agreement' which gives Aurora authority to bind insurance contracts and/or settle claims on behalf of such Insurer(s). As a consequence Aurora is acting as Agent of such Insurer(s) and not as Your Agent.

Aurora is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.







5. LOCATIONS			
5.1	Address	Occupancy	Indicate if Owned or Leased
			Owned <input type="checkbox"/> Leased <input type="checkbox"/>
			Owned <input type="checkbox"/> Leased <input type="checkbox"/>
			Owned <input type="checkbox"/> Leased <input type="checkbox"/>
			Owned <input type="checkbox"/> Leased <input type="checkbox"/>
			Owned <input type="checkbox"/> Leased <input type="checkbox"/>
			Tick box if there are attachments <input type="checkbox"/>

6. AGREEMENTS	
6.1	<p><b>Have You entered into any contract or agreement (including any in respect of the supply of raw materials, components or finished goods) under which You have assumed liability for which You would not otherwise be liable, or under which You have waived Your legal rights of recovery (eg. hold harmless agreements)?</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, please provide details and attach copies of the contract or agreement.</p>
	Tick box if there are attachments <input type="checkbox"/>

7. ACTIVITIES OUTSIDE OF AUSTRALIA	
7.1	<p><b>Do You perform any activities outside of Australia?</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, please advise type of activities and countries where this is conducted:</p>
	Tick box if there are attachments <input type="checkbox"/>

**8. PRODUCT DETAILS**

**8.1 In regards to all goods and products involved in Your Business, do You do any of the following:**

Activity	Please <input checked="" type="checkbox"/>	Activity	Please <input checked="" type="checkbox"/>
Manufacture	Yes <input type="checkbox"/> No <input type="checkbox"/>	Retail, supply or distribution	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mix or blending	Yes <input type="checkbox"/> No <input type="checkbox"/>	Export	Yes <input type="checkbox"/> No <input type="checkbox"/>
Package	Yes <input type="checkbox"/> No <input type="checkbox"/>	Label	Yes <input type="checkbox"/> No <input type="checkbox"/>
Decant	Yes <input type="checkbox"/> No <input type="checkbox"/>	Import	Yes <input type="checkbox"/> No <input type="checkbox"/>
Service or Repair	Yes <input type="checkbox"/> No <input type="checkbox"/>		

If You answered 'Yes' to any of the above, please list the type of goods and products involved:

Type of Goods or Products	Activity Performed	Approximate Turnover Derived
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Please attach Product Brochure(s) if available

**8.2 Have any goods or products been discontinued in the past 10 years?** Yes  No

If 'Yes', please list the goods or products:


Tick box if there are attachments

9. EXPORTS	
9.1	<p><b>Do You export any goods or products?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes', please provide details of:</p> <p>(i) Estimated annual turnover derived from exports: \$</p> <p>(ii) Countries to which the goods products are exported:</p> <p>(iii) Countries in which You have a branch or subsidiary:</p> <p style="text-align: right;">Tick box if there are attachments <input type="checkbox"/></p> <p style="text-align: center;">Note that exports to the USA or Canada are specifically excluded by Our Policy.</p>

10. IMPORTS	
10.1	<p><b>Do You import any goods or products?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, please provide details of:</p> <p>(i) Countries from which you import:</p> <p>(ii) Describe the goods or products:</p> <p style="text-align: right;">Tick box if there are attachments <input type="checkbox"/></p>

11. SUPPLIERS	
11.1	<p><b>What procedure is in place for identifying the source of particular raw materials, components or finished goods supplied to You?</b></p> <p style="text-align: right;">Tick box if there are attachments <input type="checkbox"/></p>

12. QUALITY CONTROL	
12.1	<p><b>Are goods or products manufactured to comply with any Federal, Australian Standard, or Statutory Regulation?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes', please provide details:</p>
12.2	<p><b>Do you operate a laboratory to test goods or products?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p>
12.3	<p><b>Describe Your Quality Control Procedures:</b></p>
12.4	<p><b>Have You obtained ISO9002 Accreditation?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Date Accredited:</b> / /</p>
Tick box if there are attachments <input type="checkbox"/>	

13. PRODUCT RECALLS																			
13.1	<p><b>Have any goods or products been recalled during the past 10 years?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes', please provide the following details:</p> <table border="1"> <thead> <tr> <th>Date of Recall</th> <th>Reason for Recall</th> <th>Number of Units Involved</th> </tr> </thead> <tbody> <tr> <td>/ /</td> <td></td> <td></td> </tr> <tr> <td>/ /</td> <td></td> <td></td> </tr> <tr> <td>/ /</td> <td></td> <td></td> </tr> <tr> <td>/ /</td> <td></td> <td></td> </tr> <tr> <td>/ /</td> <td></td> <td></td> </tr> </tbody> </table>	Date of Recall	Reason for Recall	Number of Units Involved	/ /			/ /			/ /			/ /			/ /		
Date of Recall	Reason for Recall	Number of Units Involved																	
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Tick box if there are attachments <input type="checkbox"/>																			

## 14. PRODUCT EXCLUSIONS

<b>14.1</b>	<b>Are any of the following excluded products included within Your Product range:</b>				
	Product	Please <input checked="" type="checkbox"/>		Product	Please <input checked="" type="checkbox"/>
	Pharmaceuticals	Yes <input type="checkbox"/> No <input type="checkbox"/>		Insecticides	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Explosives, Fireworks	Yes <input type="checkbox"/> No <input type="checkbox"/>		Livestock Feed	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Ammunition	Yes <input type="checkbox"/> No <input type="checkbox"/>		Fungicides	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Veterinary Products Pesticides, Herbicides	Yes <input type="checkbox"/> No <input type="checkbox"/>		Products for Use in Aircraft or aerial devices	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If you have answered Yes, to any of the above and upon receipt of the relevant details, Underwriter will advise if cover can be extended along with the applicable terms and conditions pertaining thereto.</p> <p>Please note that no cover attaches in regards to these products unless specifically agreed to in writing by Underwriters.</p>					

## 15. CURRENT INSURANCE DETAILS

<b>15.1</b>	<b>Please provide details of Your current insurance:</b>	
	Amount of Cover:	\$
	Premium:	\$
	When lapsed or expiry date:	/ /
	Name of Insurer:	
	Number of Years insured:	
Please attach a copy of Your most recent Policy if possible		

**16. FALSE INFORMATION**

**16.1** Any person who, knowingly and with intent to defraud any insurance company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**17. DECLARATION AND SIGNATURE**

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

**17.1** I/We,

declare that:

(i) the answers and information given by me/us in this Proposal are true and correct in all respects;

(ii) no information has been withheld that would affect Aurora's decision to accept this Proposal;

(iii) where answers in this Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct;

(iv) I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;

(v) if there was insufficient space to fully answer any questions, we have attached \_\_\_\_\_ supplementary pages providing the additional information required.

**17.2** authorise Aurora to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

**17.3** understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Aurora Policy.

**17.4** acknowledge that Aurora, its agents and/or employees reserve the right to decline this proposal.

This section of the proposal must be signed by the **EXECUTIVE DIRECTOR, CHAIRMAN OR PRESIDENT**.

<b>Signed, Chairman/President:</b>	<b>Date</b>	/	/
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<b>Signed, Managing Director/Chief Executive Officer:</b>	<b>Date</b>	/	/
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End Proposal