



Mining Contractors Proposal Form



Important Notices

Your Duty Of Disclosure

A. Your attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Commonwealth) which provides, in relation to your duty of disclosure, as follows:

Section 21 (1) Subject to this Act, an Insured has a duty to disclosure to the Insurer, before the relevant contract of insurance is entered into, every matter that is known to the Insured being a matter that:

(a) the Insured knows to be a matter relevant to the decision of the Insurer whether to accept the risk, and if so, on what terms, or

(b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

(2) The duty of disclosure does not require the disclosure of a matter:

(a) that diminishes the risk,

(b) that is of common knowledge

(c) that the insurer knows or in the ordinary course of his/her business as an insurer ought to know, or

(d) as to which compliance with the duty of disclosure is waived by the Insurer.

(3) Where a person:

(a) fails to give an answer, or

(b) gives an obviously incomplete or irrelevant answer to a question included in a proposal form about a matter, the Insurer shall be deemed to have waived compliance with the duty of disclosure in relation to the matter.

If there is insufficient space on this form, please use an attachment page

1 The Insured

a Your full name including subsidiaries

Company Name/Partnership Name/Business Name

ABN

b Address

c Principal contact

Contact Name

Telephone

Facsimile

Email

Website

d State where work is performed?

2 Operations

a Please select the operation that best describes the Insured's type of work:

i Blasting and/or shot firing contractor	<input type="checkbox"/>
ii Boilermaker	<input type="checkbox"/>
iii Conveyor installation & maintenance	<input type="checkbox"/>
iv Diesel fitter/mechanic	<input type="checkbox"/>
v Dragline operator	<input type="checkbox"/>
vi Drilling contractor	<input type="checkbox"/>
vii Electrical contractor and/or services	<input type="checkbox"/>
viii Engineering services	<input type="checkbox"/>
ix ERZ controller	<input type="checkbox"/>
x Exploration services	<input type="checkbox"/>
xi Longwall support and/or roof bolting	<input type="checkbox"/>
xii Maintenance fitting and services	<input type="checkbox"/>
xiii Mine cleaning	<input type="checkbox"/>
xiv Mine deputy	<input type="checkbox"/>
xv Mine relining services	<input type="checkbox"/>
xvi OH & S officer	<input type="checkbox"/>
xvii Plumber	<input type="checkbox"/>
xviii Project Manager	<input type="checkbox"/>
xix Safety inspector/auditor	<input type="checkbox"/>
xx Supervisor Trainer	<input type="checkbox"/>
xxi If 'Other' please describe	<input type="checkbox"/>

3 Turnover

a	Estimated turnover for the forthcoming year:	\$
b	Actual turnover for last year:	\$
i	Turnover derived from any Welding/Hotwork services away from Proposer premises:	\$
ii	Is all hotwork undertaken in full compliance with Australian Standard 1674?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c	Will you undertake any blasting activities?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes please describe the nature and frequency of the blasting activities:		
<hr/>		
<hr/>		
d	Please provide the percentage of work away from premises:	%
i	Of this work what percentage is at mining sites?	%
ii	Type of work undertaken away from premises:	
<hr/>		
<hr/>		
e	Percentage of turnover of any of the work undertaken by the Proposer in the following activities:	
i	Onshore Coal Seam Gas	%
ii	Offshore Oil/Gas facilities	%
iii	Mine Sites – underground	%
iv	Outside Australia	%
f	As part of your business activities, do you import or manufacture any goods or components?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes please provide details:		
<hr/>		
<hr/>		
g	Estimated annual payments to Contractors and/or Subcontractors:	\$
Type of work undertaken by Contractors and/or Subcontractors		
<hr/>		
<hr/>		

h Estimated annual payments for Labour Hire:	\$
Type of work undertaken by Labour Hire:	

4 Contractual Liability

a Does the Proposer assume liability under contract or hold others harmless (other than lease liability)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If 'Yes', please provide full details and attach copies of all agreements (other than lease liability):		

5 Professional Exposure

a Does the Proposer provide any advice, design or specification to third parties for fees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b Does the Proposer provide any advice, design or specification to third parties for no fees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

6 Stamp Duty

a For the purposes of Stamp Duty please provide a breakdown by state of the Turnover for the next policy period:					
Income (%)	ACT	NSW	VIC	QLD	OS
	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
	TAS	SA	WA	NT	Total
	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

7 Claims and Insurance History

Please note: that Questions 7a to 7e relate to all parties seeking cover under this policy.

a Has the Proposer had any insured and/or uninsured claims in the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b After investigation, is the Proposer aware of any circumstances which could give rise to a claim under the proposed policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c Has any Insurer ever refused to provide terms or offer renewal terms to the Proposer or has any insurance held by the Proposer ever been voided or cancelled by an Insurer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d Has the Proposer ever had any entitlement to indemnity under any Insurance Policy denied, or otherwise affected due to non-disclosure, misrepresentation or breach of a policy provision?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

e If the answer to any of the questions 7a to 7d is 'Yes', please provide further details:

8 Limits

a Please select the Limits of Indemnity required:

Combined General & Products Liability \$10,000,000 \$20,000,000 \$30,000,000

9 Optional Statutory Liability Coverage

a Do you want the policy to provide cover for financial loss as a result of civil fines and/or penalties imposed on the Proposer? Yes No

b If 'Yes', have you been subject to or had any civil fines and/or penalties in the last 5 years? Yes No

c If 'Yes', please provide further details:

Please select the sub-limits required: \$1,000,000 \$2,000,000

10 Policy Period

Please advise the preferred Period of Insurance

Inception: / / at 4pm local standard time

Expiry: / / at 4pm local standard time

11 Declaration

I declare that to the best of my knowledge and belief the answers given above or documents submitted represent the true position and that I have not withheld any material information from this proposal. I agree that this proposal and any accompanying documents shall form or partly form the basis of the Contract Proposed.

Signature

Date

Title/Position

STATUTORY FINES AND PENALTIES LIABILITY CLAIMS MADE INSURANCE

This is a proposal for a 'Claims Made' policy of insurance. This means that the Statutory Liability Extension to this 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:

- acts, errors or omissions 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.

PRIVACY NOTICE

We are bound by the Privacy Act and its associated National Privacy Principles when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.