



HMIS OQS 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

Details of the Proposer

1 Name of Proposer to be Insured:

Name of any subsidiaries, additional or previous entity(ies) requiring cover:	Business Activities conducted by each individual Proposer?

NOTE: Do any of the above entities engage or provide internal labour hire; If Yes please complete additional questionnaire.

2 ABN:

3 Business Address (needs to be a street address)

Telephone	Facsimile
Email	Website

4 State where work is performed?

5 How long has the Proposer been established?

6 Current Insurer

7 Years Continuous Insurance

Operations

8 Business Activities

Please provide an approximate percentage (%) for the Turnover derived from each of the following activities by the Proposer:

i Building Owner	<input type="checkbox"/> %
ii Cartage Haulage	<input type="checkbox"/> %
iii Concrete Work	<input type="checkbox"/> %
iv Demolition	<input type="checkbox"/> %
v Direction Drilling	<input type="checkbox"/> %
vi Dry Hire of Machinery	<input type="checkbox"/> %
vii Earthmoving	<input type="checkbox"/> %
viii Excavation	<input type="checkbox"/> %
ix Labour Hire	<input type="checkbox"/> %

x Landfill	<input type="checkbox"/> %
xi Landscaping	<input type="checkbox"/> %
xii Open Cut Mine or Quarry	<input type="checkbox"/> %
xiii Piling	<input type="checkbox"/> %
xiv Pipelaying	<input type="checkbox"/> %
xv Plant Owner	<input type="checkbox"/> %
xvi Road Work	<input type="checkbox"/> %
xvii Safety Inspector/Auditor	<input type="checkbox"/> %
xviii Shoring and Underpinning	<input type="checkbox"/> %
xix Supervisor	<input type="checkbox"/> %
xx Traffic Control	<input type="checkbox"/> %
xxi Training	<input type="checkbox"/> %
xxii Trenching	<input type="checkbox"/> %
xxiii Wet Hire of Machinery	<input type="checkbox"/> %
xxiv Other	<input type="checkbox"/> %
Total	<input type="checkbox"/> %

If "Other" please describe:

9

Does the Proposer carry out business in any of the following areas:

Area where aircraft takes off or lands, including but not limited to Airport tarmac, aerodrome, airstrip, or heliport, or aircraft hangar or any area used for storing, sheltering, servicing, maintaining or parking Aircraft or aircraft components	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Ship handling or loading facility, including but not limited to dock, port or wharf	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Underground Mine	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Railway or tramway track, Rail Bridge, culvert or crossing	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mills, steelworks or aluminium refinery	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Facility for grain or coal handling	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Power generating facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Oil or petroleum refinery facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Gas producing or bulk fuel storage facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If "Yes" please provide details:

10 Does the Proposer's business activities include:

a Underground Works? Yes No

What percentage of business activities? %

b In or near water? Yes No

What percentage of business activities? %

c Does the Proposer hire-out Plant? Yes No

If "Yes" please provide full details and attach a copy of Conditions of Hire:

d Does the Proposer conduct regular maintenance or self-inspection? Yes No

If "No" please advise why not:

e Does the Proposer have in-house repair facilities? Yes No

If Yes please provide details:

f Does the Proposers activities involve use, handling, transportation, storage or detonation of explosives? Yes No

If Yes please provide details:

g Does the Proposer excavate in a metropolitan (capital city) area? Yes No

What is the estimated maximum depth of the excavation performed by the Proposer at a metropolitan (capital city) work site?

metres

h	Does the Proposer perform tree felling where the tree exceeds 3.5 metres in height or lopping where a branch is greater than 3.5 metres above the ground?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If 'Yes' please provide details:			
i	Does the Proposer perform any activities involving Asbestos Products or Products containing Asbestos?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If 'Yes' please provide details:			
j	Does the Proposer always "Dial before you Dig"?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
DIAL 100 www.dialbeforeyoudig.com.au			

Turnover & Contractors

11	Please provide Turnover and Wages details:		
a	Estimated Turnover for the forthcoming period of Insurance:	\$	<input type="text"/>
b	Actual turnover for the last period of Insurance:	\$	<input type="text"/>
c	Estimated Wages for the forthcoming period of Insurance:	\$	<input type="text"/>
d	Actual Wages for the last period of Insurance:	\$	<input type="text"/>
12	Estimated annual payments to external Contractors and/or Subcontractors:	\$	<input type="text"/>
Type of work undertaken:			
13	Estimated annual payments for external Labour Hire:	\$	<input type="text"/>
Type of work undertaken:			
14	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)

Please attach documents pertaining to obligations to provide insurance:

Claims History, Limits & Optional Coverages

Claims & Insurance History

Please note: That questions 15 to 18 relate to all parties seeking cover under this policy.

15	Has the Proposer had any insured and/or uninsured claims in the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
16	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"/>
17	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"/>
18	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"/>

If the answer to any of the questions 15 to 18 is 'Yes', please provide further details:

Limits

19	Please select the Limits of Indemnity required:
Combined General & Products Liability \$10,000,000 <input type="checkbox"/> \$20,000,000 <input type="checkbox"/> \$25,000,000 <input type="checkbox"/>	

20 Optional Statutory Liability Coverage

a	Does the Proposer require cover for civil fines and penalties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b	If 'Yes', has the Proposer been subject to or had any civil fines and/or penalties in the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If 'Yes', please provide further details:

c	Please select the sub-limit required:
\$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 <input type="checkbox"/> \$4,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/>	

21 Policy Period

Please advise the preferred Period of Insurance

Inception: / / at 4pm local standard time

Expiry: / / at 4pm local standard time

22 Schedule of Items

a In the past five (5) years, have you or any person to be insured under this policy, or your employees, been convicted of a driving offence? Yes No

b In the past five (5) years, have you or any person to be insured under this policy been convicted of a criminal offence? Yes No

c Have you, or any person to be insured under this policy, ever been declared bankrupt or entered into insolvency? Yes No

d How many unregistered including conditionally registered vehicles are to be covered?

Number of Units

Please list items below or attach a schedule of items?

Item #	Current market Make, Model, Year, Identification Number	Value \$
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		

Please list items below or attach a schedule of items? (continue)		
Item #	Current market Make, Model, Year, Identification Number	Value \$
18		
19		
21		
22		
23		
24		

Claims History (Last 5 Years)		
Date of Loss	Description of Accident	Est Amount \$

23 Does the Proposer hire-in Plant? Yes No

Who is the Owner?

Duration of hire Type of Plant
 Maximum Value: \$ any one item
 Annual Hire Charges: \$ (estimated)

24 Will any plant be used for anything other than the manufacturer's or the manufactured design purpose? Yes No

If Yes, please detail

25 Where is the plant left overnight or when unattended?

26 Are there risk management systems in place to prevent vandalism, tampering, theft or damage from weather perils? Yes No

If No, please advise why not.

27 Does the Proposer carry or have access to essential spare parts for emergency repairs? Yes No

28 In the event of a catastrophe – explosion or fire – what is the Proposers estimate as being the maximum value of plant which could be destroyed at any one site in any one event? \$

Business Interruption

Item #	Weekly Benefit Amount	Weeks Wait	Weeks Cover

Note: Only applicable to 1. Rigid Body Trucks 2. Prime Movers Only 3. Earthmoving Equipment

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 of this policy is written on a 'Claims Made' basis. This means that this section of the policy covers you for any claims made against you and notified to the insurer during the period of insurance. 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 period of insurance;
- 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 period of insurance;
- 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 period of insurance;
- any claim made against you after the expiry of the period of insurance.

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 period of insurance, 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 period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance.

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.