

Commercial Transport Insurance - Public and Products Liability

New Business Proposal/Questionnaire

Your Duty of Disclosure

Before entering into a contract of insurance, the *Insurance Contracts Act 1984* places a duty on the Insured to disclose every matter they know or could be reasonably expected to know to enable the Insurer to decide whether and on what terms to accept the risk of the insurance.

This Proposal/Questionnaire contains a number of questions all of which must be answered. When you answer these questions, you must give us honest and complete answers.

You do not however need to tell us about any matter:

- * that diminishes our risk;
- * that is of common knowledge;
- * that we know or reasonably ought to know; or
- * that we tell you we do not need to know.

If an Insured fails to comply with their duty of disclosure, the Insurer may be entitled to reduce the amount it will pay if you make a claim or it may cancel this insurance. If the non-disclosure is fraudulent, the Insurer may also have the option of avoiding this insurance from its inception.

An Insured has the same duty to disclose relevant matters before renewing or altering the terms of this insurance.

Duty of Utmost Good Faith

Every insurance contract is subject to the duty of utmost good faith which requires both the Insured and the Insurer to act towards each other in utmost good faith. Failure to do so on the part of the Insured may prejudice any claim made under the policy or the continuation of insurance cover by the Insurer.

Privacy

In the course of providing insurance and processing insurance claims, we may collect personal information about persons that we insure and persons associated with insured persons. Any such personal information will only be used and disclosed in accordance with the provisions of the Privacy Act 1988.

Subrogation

You may prejudice your rights in relation to a claim made under this policy if without prior agreement from us, you make an agreement with a third party that will prevent us from recovering a loss from that or another party.

General Insurance Code of Practice

The Insurance Council of Australia has produced the General Insurance Code of Practice with the purpose of raising the standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting us or from the Insurance Council of Australia's website at: www.ica.com.au

Change of Risk or Circumstance

It is vital that you provide us with notification of any changes in your risk profile or other circumstances occurring during the period of insurance which may be relevant to the terms and conditions of this insurance including but not limited to changes in business activities and acquisitions.

Declaration

This declaration applies to all the insurances being applying for.

I/We acknowledge and declare that:

1. I/we have received or have been offered a copy of the Policy Document;
2. I/we have read the information concerning the Duty of Disclosure and other Important Notices;
3. I/we have been truthful and accurate in completing this form and declaration and have not withheld any information likely to affect the terms of the acceptance of this insurance by the Insurer;
4. I/we have either completed this form personally or, if it has been on my/our behalf, have checked that the questions have been fully and accurately answered;
5. upon acceptance the terms and conditions of this insurance will be in accordance with the Policy Document;
6. that I/we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information.
7. an occurrence during the Period of Insurance, which alters any of the information provided, will be promptly notified.
8. if I/we have not complied with the Duty of Disclosure and Duty of Utmost Good Faith, a claim made under the Policy may not be met or only met in part.

Proposer's signature

Name

Position

Date



General Information

Intermediary

Existing Policy Number(s) (Renewals Only)

The Insured

ABN

1.	<input type="text"/>
2.	<input type="text"/>
3.	<input type="text"/>

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

Current Insurer

Interested Party(s)

1.	<input type="text"/>
2.	<input type="text"/>

Principal Situation/Premises

Period of Insurance

Effective Date
 Expiry Date at 4:00pm

Common Underwriting information

Occupation/Description of Business
 If "Other" please advise full details:

Number of years in business

Number of Staff

Have you or any person applying for this insurance:

1. Been convicted of, or had any fines or penalties imposed for, a criminal offence in the last 10 years?	No
2. Been placed in bankruptcy, receivership or liquidation within the last ten years?	No
3. Had any insurance refused, cancelled or had special conditions or restrictions imposed on your policies?	No
4. Are there any exceptional circumstances or anything special or unusual about your business which would increase the likelihood of loss, destruction, damage or liability?	No

If you have answered Yes to any of these questions, please attach full details to this proposal.



Public and Products Liability

Is this cover required

Yes

Policy wording

Global Transport and Automotive Insurance Solutions Pty Limited and Allianz
Australia Insurance Limited Public and Products Liability (Ref POL221GT 09/06)

Limit of Indemnity

\$

Property in Physical or Legal Control (See Policy Exclusion 21 for details)

\$

Underwriting information

Gross Freight Earnings

\$

Any Other Income

\$

Gross Turnover (Gross Freight Earnings + Any Other Income)

\$

Percentage of earnings derived by sub contractors or hired staff

0%

Number of powered units

--

Maximum distance travelled from base of operation

--

Freight Tasks

	Percentage of Income
	0%
	0%
	0%
	0%
	0%

1. Number of petrol bowsers at your situations
2. Number of unregistered vehicles used in connection with the business
3. Do you manufacture, sell or promote any products?
4. Do you carry any goods subject to the Australian Dangerous Goods Code?
5. Are any other activities performed other than transporting of customers goods?
6. Do you provide storage of customers goods?
7. Do you carry out any repairs to vehicles owned by others?
8. Do you assume any liability or waive your rights under any contract or agreement ?

No
No
No
No
No
No

If you have answered 'Yes' to questions 3. to 8. above, please provide full details

Claims experience

Please provide details of all losses incurred in the past five years

	Turnover	No. of Losses	\$ Incurred Losses
200_/200_	\$	-	\$
200_/200_	\$	-	\$
200_/200_	\$	-	\$
200_/200_	\$	-	\$
Current Year	\$	-	\$

Other Information

Please describe in full any other information that may be relevant to our decision to provide insurance cover to you and on what terms.
