

# DEMOLITION AND ASBESTOS REMOVAL PUBLIC LIABILITY INSURANCE PROPOSAL FORM

Demolition, Excavation, Earthmoving, Salvage, Salvage Sales and Asbestos Removal PLEASE ENSURE THAT ALL QUESTIONS ARE ANSWERED

1.	1. THE INSURED										
a)	a) Full name of proposed Insured including subsidiaries										
	Company	Company Name				ABN					
1.											
2.											
3.											
4.											
(If ir	nsufficient sp	ace, please	complete an attac	ched Schedule of C	Company Name)						
b)	Principal st address	reet				Postcode					
c)	Website					<u> </u>					
2.	PERIOD O	F INSURAN	ICE								
Fro	m:	DD/	MM/YYYY	at 4pm Local Sta	andard Time						
To:		DD/	MM/YYYY	at 4pm Local Sta	andard Time						
3.	LIMIT OF L	LIABILITY									
Pub	lic & Produc	ts Liability	☐ \$5 million		☐ \$10 million		□ \$20	million			
Asb Liab	estos Remo pility	val	□ \$5 million		□ \$10 million		☐ \$20 million				
Sta	tutory Liabilit	У	☐ \$1 million	·							
Env Liak	rironmental l	mpairment on	☐ \$1 million		☐ \$5 million	□ \$5 million □ \$					
Note	e: If Asbestos	Removal Lial	bility cover required,	please also complet	e the last page of this F	Proposal					
4.	BUSINESS	S INFORMA	TION								
a)	Please pro	vide full deta	ails of all activities	to be insured unde	er this Policy.						
b)	Have you e	ever, or do y p?	ou intend in the fu	ture, to perform an	y business, at or nea	r any airport or	□ Ye	es	□ No		
c)			en in business?				1				
d)	d) Number of persons engaged in business.										

1



			-							
e)	Annual gross salaries/wages.	\$								
f)	Do you owned or operate a waste or landfill operation?		□ Yes	□ No						
g)	Do you perform works to Tailing Dams, Underground Mines, T	unnels or Non-Rail Bridges?	☐ Yes	□ No						
	If YES, please provide full details.									
h)	Do you perform any work in around rail corridor?		□ Yes	□ No						
	If YES, please provide full details.									
5.	DETAILS OF PREMISES									
Do y Ren	you require Property Owners/Occupiers Liability cover in relatio noval Business?	n to your Demolition / Asbestos	☐ Yes	□ No						
	ES, please provide details of premises occupied for the purpose		l							
6.	ANNUAL TURNOVER									
6. a)	ANNUAL TURNOVER  Please indicate your actual and estimated annual turnover for									
a)		the following categories:  Actual Turnover (past 12 months)	Estimated Tur months)	rnover (next 12						
a) Des	Please indicate your actual and estimated annual turnover for	Actual Turnover (past 12	Estimated Turmonths)	nover (next 12						
a)  Des	Please indicate your actual and estimated annual turnover for scription of Product Work	Actual Turnover (past 12 months)	months)	rnover (next 12						
a)  Des	Please indicate your actual and estimated annual turnover for scription of Product Work	Actual Turnover (past 12 months)	months)	rnover (next 12						
a)  Des  Den  Exc	Please indicate your actual and estimated annual turnover for scription of Product Work  nolition  avation and Earthmoving	Actual Turnover (past 12 months)  \$	months) \$	rnover (next 12						
a) Des	Please indicate your actual and estimated annual turnover for scription of Product Work  nolition  avation and Earthmoving  vage & Salvage Sales	Actual Turnover (past 12 months)  \$ \$	months) \$ \$	rnover (next 12						
a)  Des  Den  Exc  Salv  Asb	Please indicate your actual and estimated annual turnover for scription of Product Work molition avation and Earthmoving yage & Salvage Sales estos Removal	Actual Turnover (past 12 months)  \$ \$ \$	months) \$ \$ \$ \$	rnover (next 12						
a)  Den  Exc  Salv  Asb  Sho	Please indicate your actual and estimated annual turnover for acription of Product Work  molition avation and Earthmoving avage & Salvage Sales estos Removal  pring and Underpinning	Actual Turnover (past 12 months)  \$ \$ \$ \$ \$	months) \$ \$ \$ \$ \$	rnover (next 12						
a) Description Excc Salv Asbb Shoo Envv	Please indicate your actual and estimated annual turnover for scription of Product Work molition avation and Earthmoving vage & Salvage Sales estos Removal pring and Underpinning ironmental Consultants	Actual Turnover (past 12 months)  \$ \$ \$ \$ \$ \$	months) \$ \$ \$ \$ \$ \$	rnover (next 12						
a) Description Excc Salv Asbb Shoo Envv	Please indicate your actual and estimated annual turnover for scription of Product Work molition avation and Earthmoving vage & Salvage Sales estos Removal pring and Underpinning ironmental Consultants mediation and Restoration	Actual Turnover (past 12 months)  \$ \$ \$ \$ \$ \$	months) \$ \$ \$ \$ \$ \$	rnover (next 12						
a) Des Den Exc Salv Asb Sho Env Ren Oth	Please indicate your actual and estimated annual turnover for scription of Product Work molition avation and Earthmoving vage & Salvage Sales estos Removal pring and Underpinning ironmental Consultants mediation and Restoration	Actual Turnover (past 12 months)  \$ \$ \$ \$ \$ \$ \$ \$	months) \$ \$ \$ \$ \$ \$ \$ \$	rnover (next 12						
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a) Des Den Exc Salv Asb Sho Env Ren Oth	Please indicate your actual and estimated annual turnover for scription of Product Work molition avation and Earthmoving vage & Salvage Sales estos Removal pring and Underpinning ironmental Consultants mediation and Restoration	Actual Turnover (past 12 months)  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	months) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	rnover (next 12						



Per	Percentage of Turnover by State									
Please provide the approximate split of your activities (as a %) in the following locations:										
	ACT	NSW	NT	QLD	SA	TAS	VIC	WA		
	%	%	%	%	%	%	%	%		
Are you eligible for the NSW Small Business Stamp Duty Exemption? ☐ Yes ☐ No										
b)	b) Do you manufacture, import, supply and/or distribute any product?									
	If YES, please provide full details:									
7.	CONTRAC	TORS / SUB-0	CONTRACTORS /	LABOUR HIRE						
a)	Do you use	contractors/s	ub-contractors?				☐ Yes	□ No		
	If YES, plea	ase advise Est	imated Annual Pa	yments.			\$			
	Activities u	ndertaken:								
							ı	ı		
	Do you ens	sure that contra	actors/sub-contrac	tors have their ow	vn liability insurance	9?	☐ Yes	□ No		
	If YES, do	you insist on m	ninimum limit?				☐ Yes	□ No		
	If YES, wha	at is the limit?					\$	<u>-</u>		
b)	Do you use	the services of	of any labour hire p	personnel / compa	anies?		☐ Yes	□ No		
	If YES, plea	ase advise Est	imated Annual Pa	yments.			\$			
	Activities u	ndertaken:								
c)	Do vou hire	e out any of vo	ur employees to th	ird parties on a la	abour hire basis?		☐ Yes	□ No		
-,			imated Annual Pa				\$			
	Activities u						<u> </u>			



8.	POLLUTION								
a)	Does your use and storage of all toxic substances comply with all statutory regulations and by-laws?	□ Yes	□ No						
b)	Do any of your trade processes produce toxic wastes and other pollutants other than asbestos removal which have the potential to cause injury to persons or damage to property or otherwise harm the environment?	□ Yes	□ No						
	If YES, please provide full details.								
c)	Does your waste disposal or waste storage comply with government regulations and by-laws?	□ Yes	□ No						
	Please give full details of any chemicals, gases, radioactive, explosive or toxic substances used and	d/or stored.							
d)	Are you required to hold EPA licenses?	□ Yes	□ No						
	If YES, please provide full details.								
9.	CARE, CUSTODY AND CONTROL								
Car poli	e, Custody & Control – Do you require a limit that exceeds the \$100,000 limit provided under this cy?	☐ Yes	□ No						
If Y	ES, what limit do you require?	\$							
10.	AUSTRALIAN STANDARD COMPLIANCE								
a)	With regard to Demolition work, is the insured familiar with Australian Standard 2601-2001 "The Demolition of Structures" particularly Section 1.5, 1.7 Section 2, 2.1 – 2.5, 1.8, 1.6 and do they perform their operations in accordance with this Australian Standard?	□ Yes	□ No						
b)	With regard to Welding work, is the insured familiar with Australian Standard 1674 "Safety in Welding and Allied Processes" and do they perform their operations in accordance with this Australia Standard?	☐ Yes	□ No						
11.	CONTRACTUAL LIABILITY								
Do	you assume liability under contract or hold others harmless (other than lease liability)?	□ Yes	□ No						
If Y	If YES, please provide full details and attach copies of all agreements (other than lease liability).								



12	12. PROFESSIONAL EXPOSURE										
Do	Do you provide any advice, design or specific to third parties for a fee? ☐ Yes ☐ No										
lf \	YES, please provide full det	ails.			1						
		(No coverage is afforded unle	ess specifically endorsed to the policy)								
13	. CLAIMS AND/OR LOSS	EXPERIENCE									
a)	Have you had any claims	s / incidents in the last 5 years?			☐ Yes	□ No					
	If YES, please provide d	etails below.									
1)	From: MM/YYYY	To: MM/YYYY	Claims Reported								
	Amount paid & outstanding	\$	Applicable excess								
	Description										
2)	From: MM/YYYY	To: MM/YYYY	Claims Reported								
	Amount paid & outstanding	\$	Applicable excess								
	Description										
3)	From: MM/YYYY	To: MM/YYYY	Claims Reported								
	Amount paid & outstanding	\$	Applicable excess								
	Description										
4)	From: MM/YYYY	To: MM/YYYY	Claims Reported								
	Amount paid & outstanding	\$	Applicable excess								
	Description										
b)	After investigation, are yo Policy and which are not	ou aware of any circumstances which mentioned above?	h could give rise to a claim under the p	roposed	☐ Yes	□ No					
	If YES, please provide fu	II details.									
c)	Have you had any Statut	ory Fines or Penalties over the past	5 years?		☐ Yes	□ No					
	If YES, please provide fu	Il details.									



14.	14. PREVIOUS INSURANCE HISTORY (ONLY REQUIRED FOR NEW BUSINESS APPLICANT)										
Afte	After investigation have you ever had any:										
a)	Insurance declin	ed or cancelled?	□ Yes	□ No	b) Renewal Refused?		☐ Yes	□ No			
c)	Special condition	ns imposed?	☐ Yes	□ No	d) Increased excess imposed?		☐ Yes	□ No			
e)	Claims denied for insurance?	or this class of	□ Yes	□ No							
15.	15. CURRENT INSURER DETAILS (ONLY REQUIRED FOR NEW BUSINESS APPLICANT)										
a)	Insurer:										
b)	Expiry:	DD/MM/YYYY	DD/MM/YYYY								
c)	Limits:	\$									
d)	Retroactive Date:	DD/MM/YYYY									
					ESTIONS IF ASBESTOS LIABILITY						
	CODE OF PRAC		QUIRED, PL	EASE PROC	EED TO LAST PAGE OF PROPOSA	L AND COMPL	ETE DECL	ARATION			
			fully comply	with the Cod	e of Practice for working with Ashesto	s and man-					
mad mad	de mineral fibres a n-made mineral fib	as provided by all represented in the contraction of the contraction o	egulations ar	nd/or codes of	e of Practice for working with Asbeston f practice governing the removal of ask	pestos and	☐ Yes	□ No			
Not	e: Indemnity is su	bject to governmen	t mandatory	standards be	eing adhered to by the Insured		•	•			
17.	17. ASBESTOS LIABILITY INSURANCE (ONLY REQUIRED FOR NEW BUSINESS APPLICANT)										
Do	you currently have	e Asbestos Liability	Insurance?				☐ Yes	□ No			
If Y	ES, what retroacti	ve coverage date a	ppears on y	our insurance	e policy (if applicable)?		DD/M	VI/YYYY			
Wh	at is your current	deductible?					\$				
18.	GENERAL (ONI	Y REQUIRED FOR	R NEW BUS	INESS APPL	ICANT)						
a)	In what year did	you commence ren	noving Asbe	stos?		YYYY					
b)	What type of As	bestos will you be re	emoving?								
c)	Do you adhere t Safe Removal o	o the National Occu f Asbestos NOHSC	upational He 202 "1988",	alth and Safe including ame	ty Commission code of Practice for endments?	□ Yes		No			
19.	TRANSPORTAT	ΓΙΟΝ									
Do	you transport Asb	estos Waste?				□ Yes		No			
If Y	ES, how is it pack	aged?					·				
Тур	e & Number of ve	hicles used to trans	sport Asbest	os Waste:							
Saf	ety Procedures ur	ndertaken:									
Whof?	Where and how is waste disposed of?										



20.	20. SHORING & UNDERPINNING										
a)	a) Please provide details on your turnover from shoring and underpinning in the last 12 months.										
N	lo of Jobs:		Average value:	\$		Larges individual job:					
b)	Are Project Mar	nagers and/or Engir	neers responsible for man	aging your acti	vities in this regard?	☐ Yes	□ No				
	If NO, please explain:										
c)	Please describe	e your usual approa	ch to undertaking a shorir	ng and underpir	nning job.						
DE	CLARATION (to I	pe signed by author	ised Director(s) or Officer	(s) of the Insure	ed)						
I/We	e declare and ag	ree that:									
(a) (b) (c) (d) (e) (f) (g)	<ul> <li>(a) I/We are aware of the duty of disclosure to Victor Insurance Pty Ltd (Victor Insurance) and insurers and confirm that all of the information and answers given in this proposal form and any accompanying documents is complete and accurate.</li> <li>(b) I/We are authorised on behalf of the proposed insured to make this Declaration.</li> <li>(c) I/We have read and understood the Important Information contained in this proposal form.</li> <li>(d) I/We consent to Victor Insurance and insurers collecting, using and disclosing personal information as set out in the Privacy Notice in the Important Information contained in this proposal form.</li> <li>(e) I/We understand that up until a contract of insurance is entered into, I/We are under a continuing obligation to immediately inform Victor Insurance and insurers of any change in information and answers given in this proposal form and any accompanying documents.</li> <li>(f) I/We understand that no insurance is in force until such time as Victor Insurance has confirmed acceptance of the proposed insurance.</li> </ul>										
Sigr	nature of Applica	nt:			Date:	DD/MM/YYYY					
Title	Title/Position										



### Important Information

### **General Notices**

## INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice: and
- in all other situations, your duty is set out below in the Duty of Disclosure -Other Insurance Contracts

### **Consumer Insurance Contracts**

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

### What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

### Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

### When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

### What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

#### DUTY OF DISCLOSURE - OTHER INSURANCE CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

### If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES Cover which is arranged for subsidiary and/or associated companies in addition to

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

### TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at

### Target Market Determinations (marsh.com) NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (\*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.



### **NEW CLAIMS / UNREPORTED LOSSES**

Any quotation provided is based on the understanding that there will be no deterioration in the claims experience between the date of the quotation and the inception date of the cover. If claims do occur during this period, we have the right to revise the terms quoted or even withdraw our quotation.

### **COMPLAINTS NOTICE**

What to do if you have a Complaint

- If you are dissatisfied with Victor Insurance's service in any way, contact
  Victor Insurance and Victor Insurance will attempt to resolve the matter in
  accordance with Victor Insurance's own internal dispute resolution procedure,
  a copy of which is available upon request. In the first instance, you should
  address any concern or complaint to the representative servicing your
  account. Alternatively, you may contact Victor Insurance's Complaints Officer
  on (03) 9603 2338 or email complaints.australia@marsh.com.
- If your representative is unable to resolve your complaint, or if you are
  dissatisfied with the response, it will be escalated to Victor Insurance's
  Complaints Officer to investigate and take appropriate action. You will be
  advised within 30 days of Victor Insurance's decision. If the matter is complex
  and a longer period is required, you will be informed.
- If you are not satisfied with Victor Insurance's final decision, you may be able
  to refer your complaint to the Australian Financial Complaints Authority
  (AFCA). AFCA's role is to assist consumers and small business resolve
  disputes with financial service providers, including trustees, their broker, or
  their insurance company. Third party motor vehicle claimants who are
  uninsured can also access AFCA.

If you have any query about whether your complaint can be handled within AFCA's rules or you wish to contact them, their contact details are:

Phone: 1800 931 678 (free call); Email info@afca.org.au; Online: www.afca.org.au; and

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria,

3001

### PRIVACY NOTICE

Victor Insurance Pty Ltd (ABN 11 146 607 838) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at

https://www.victorinsurance.com.au/privacy-policy. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers;

- · other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers;
- suppliers and other third parties with who we have commercial relationships for business, marketing and related purposes; or
- government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

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

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone - (02) 8864 7688

Post - PO Box H176, Australia Square NSW 1215



### **Policy Specific Notices**

### **EVENTS OCCURRING PRIOR TO COMMENCEMENT**

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

### NOT A RENEWABLE CONTRACT

Where all or part of the policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

### CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of the policy provides cover on a claims made basis any claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

#### VICTOR LLOYD'S PLACEMENT

Victor Insurance Pty Ltd acts under the terms of a binding agreement with certain underwriters at Lloyd's. This means they act on behalf of the insurer and not for the insured and they enter into the contract on the insurers behalf.

### LLOYD'S PLACEMENTS & COMPLAINTS

Lloyd's has given us authority to effect the contract of insurance with certain underwriters at Lloyd's. The insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Any complaint relating to a policy placed with Lloyd's underwriters involves a two stage claims handling process. Stage One requires you to refer your complaint to the Lloyd's insurance intermediary (i.e. the cover holder) or the administrator handling your claim in the first instance. If this is Victor Insurance, our Complaints Notice provided above provides further information. In most instances this should resolve your grievance.

If this does not resolve the matter or you are dissatisfied with the way your complaint has been dealt with in Stage One, you have the right to escalate this matter directly to Lloyd's. Contact details for Lloyd's Australia Limited follow:

Telephone: +61 2 8298 0783 Email: idraustralia@lloyds.com

If the Stage Two process does not resolve your complaint in a manner satisfactory to you, you may refer to the matter to the Australia Financial Complaints Authority (AFCA). For further details about the Lloyd's Australian Policyholders complaints process go to https://www.lloyds.com/en-au/resources-and-services/make-a-complaint/policyholder-complaints/international-complaints/australia. Clients not eligible for referral to AFCA, may be eligible for referral to the Financial Ombudsman Service (UK). For further information please contact Lloyd's in the UK at complaints@lloyds.com or telephone +44(0)2073275693.

### VICTOR INSURANCE PTY LTD

Victor Insurance Pty Ltd ABN 11 146 607 838 (Victor Insurance) is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512, AFS Licence No. 238083) (Marsh). Victor Insurance is a subsidiary of Marsh, which is a business of Marsh McLennan.

This insurance is underwritten by Victor Insurance under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. They will also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.