Public and Products Liability

Proposal form

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

Casualty Cover

Powered by AGILE. Coverholder at LLOYD'S

Important Information

Please read these notices carefully. If you have any questions, please contact us.

1. About Agile

Agile Underwriting Services Pty Ltd (Agile) arranges, issues and administers policies under a binding authority given to us by Certain Underwriters at Lloyd's. Agile acts as the agent of the insurer and not for you.

Agile's contact details are:

Head Office: Level 5, 63 York St, SYDNEY NSW 2000
Postal Address: Level 5, 63 York St, SYDNEY NSW 2000
Telephone: 1300 705 031
E-mail: casualty@agileunderwriting.com
Website: www.agileunderwriting.com

2. Duty of disclosure

Agile will ask you various questions when you apply for cover. When you answer those questions, you must be honest and you have a duty under law to tell Agile anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. Agile will use the answers in deciding whether to insure you, and anyone else to be insured under this policy, and on what terms. You have this same duty to disclose those matters to Agile before you renew, extend, vary or reinstate your policy.

If you do not answer Agile's questions in this way, Agile may reduce Agile's liability under this policy in respect of a claim or refuse to pay a claim or cancel this policy. If you answer Agile's questions fraudulently, Agile may refuse to pay a claim and treat the policy as never having commenced.

3. Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, shall be notified to Agile as soon as such change comes to the insured's notice.

Agile reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

4. Cooling off period

You have fourteen (14) days from the date Agile confirmed, electronically or in writing, that you are covered to decide if this policy meets your needs. During this cooling off period you may cancel this policy simply by advising Agile in writing within those fourteen (14) days to cancel it. If you do this, Agile will refund any premiums you have paid during this period. These cooling off rights do not apply if you have made or you are entitled to make a claim during this period.

This is subject to legal requirements and terms and conditions of the policy.

You should check your Policy Wording and schedule/ certificate of insurance when you receive it to be sure you have the cover you need.

5. Cancellation (Outside of the cooling off period)

a) You may cancel this policy at any time by giving notice in writing to Agile. You can cancel your Policy at any time by notifying Agile at Level 5, 63 York Street, SYDNEY, NSW, 2000.
b) Agile may cancel this policy in any of the relevant circumstances set out in the *Insurance Contracts Act 1984 (Cth),* such cancellation to take effect within 30 days from the time of notification received by you.
c) Upon cancellation by the insured a refund of premium will be allowed pro rata of the premium for the unexpired period of insurance.
d) Upon cancellation by Agile, a refund of premium will be allowed pro rata for the unexpired period of insurance.

6. Privacy

At Agile, we are committed to protecting your privacy in accordance with *the Privacy Act 1988 (Cth)* and the Australian Privacy Principles. You can access the Agile privacy policy by:

Email	privacy@agileunderwriting.com
Phone	1300 705 031
Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Level 5, 63 York Street Sydney NSW 2000

Agile collect your personal information to assess your application for insurance, administer your policy and pay your claims. If you do not provide the information that Agile may request, your insurance application may not be accepted, or Agile may not be able to administer your policy or administer a claim. Also, you may breach your duty of disclosure, the consequences of which are set out in 'Your duty of disclosure'.

Agile may need to share your information with others to decide whether to accept your policy, administer your policy and manage and pay your claims.

To allow Agile to do this and to otherwise operate our business, your personal information may be given to and used by the following:

1. The Underwriters of this policy are Certain Underwriters at Lloyd's and its own employees and agents. The Underwriters are in the United Kingdom. When your information is disclosed to the Underwriters it will be protected by the Data Protection Act 1998 (UK) which contains similar protection to the Australian Privacy Principles.
2. Claims adjusters, lawyers and other people appointed by Agile or the Underwriters, or on Agile's behalf or the Underwriters behalf for claims handling purposes.

By submitting your personal information to Agile, you agree to Agile using and disclosing your personal information this way. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving Agile written notice.

If your details or personal information changes you should notify Agile in writing at the above contact details, so Agile can ensure that the information Agile hold about you is accurate, complete and up-to-date.

7. COMPLAINTS AND DISPUTE RESOLUTION

AGILE takes the concerns of its customers very seriously. AGILE has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 705 031 or complaints@agileunderwriting.com. To assist AGILE with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. AGILE's complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of AGILE's products or services and You wish to lodge a complaint, please contact Us at:

Postal address: The Complaints Officer
AGILE Underwriting Services Pty Ltd
Level 5, 63 York St, Sydney NSW 2001

Telephone: 1300 705 031
Facsimile: (+61 2) 9335 3467
Email: complaints@agileunderwriting.com

We will respond to Your complaint within fifteen (15) business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be referred to:

Postal address:

Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9, 1 O'Connell Street Sydney NSW 2000

Telephone: (+61 2) 8298 0783
Facsimile: (+61 2) 8298 0788
Email: idraustralia@lloyds.com

It will be handled by either Lloyd's Australia or the Lloyd's Complaint team in London. Where your complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), your complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute. If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the AFCA, for review. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

Postal address: Australian Financial Complaints Authority (AFCA)
GPO Box 3, Melbourne VIC 3001

Telephone: 1300 780 808

Section 1: Insurance

1. **Period of insurance** *(Both at 4.00pm Local Standard Time)*

From: (DD/MM/YY) / /	**To:** (DD/MM/YY) / /

2. **Please select the Limit of Indemnity required:**

☐ $5,000,000 ☐ $10,000,000 ☐ $20,000,000 ☐ Other $ _____

Section 2: Details of the insured

3. **Names of all entities to be insured:**

Name:

ABN: (if applicable):	GST Input Tax Credit %: *If exempt, please provide exemption declaration	%

4. **Contact details**

Telephone number:	Website address:
Mobile number:	Fax:
Email address:	

5. **Address of principal office**

Street Address:

City:	State:	Postcode:

6. **Address of other office(s)**

Street Address:

City:	State:	Postcode:

7. **Date business established or acquired:** (DD/MM/YY) / /

8. **Have you or any director / partner / manager of the business ever:**

(a) Had insurance declined or cancelled? Yes ☐ No ☐

(b) Has an insurer refused or not invite renewal?	Yes ☐ No ☐
(c) Had any special conditions imposed on a policy of insurance?	Yes ☐ No ☐
(d) Had a special excess imposed on a policy of insurance?	Yes ☐ No ☐
(e) Had a claim rejected under a policy of insurance?	Yes ☐ No ☐
(f) Been declared bankrupt or placed into receivership or liquidation?	Yes ☐ No ☐
(g) Been charged with or convicted of a criminal offence?	Yes ☐ No ☐

If Yes to any of the above questions, please provide full details below:

Section 3: Business Details

9. **Business Description:**

10. **Turnover Details**

Estimated Turnover (Next 12 Months)						$	
Actual Turnover (Last 12 Months)						$	
QLD	%	NSW	%	ACT	%	VIC	%
TAS	%	SA	%	NT	%	WA	%

11. **Employee Details**

Number of Employees:	Full Time	Part Time	Casual
Annual Payroll			$

12. **Do you employ any of the following:**

		If Yes, Please Advise Activities:	Estimated Annual Payments:
a) Contractors	Yes ☐ No ☐		$
b) Sub contractors	Yes ☐ No ☐		$
c) Labour hire personnel	Yes ☐ No ☐		$

If Yes to any of the above, are they required to carry their own Public & Products liability and Workers Compensation insurance &/or Personal Accident & Sickness Insurance?	Yes ☐ No ☐

13. Product Details

Do You IMPORT any of Your Products used or sold in connection with Your Business? (If Yes, please advise the following) Yes ☐ No ☐

Product Description	Country of Manufacturer (Imported From)	Turnover Derived from Products Imported
		$
		$
		$
		$
		$

Do You EXPORT any of Your Products used or sold in connection with Your Business? (If Yes, please advise the following) Yes ☐ No ☐

Product Description	Country Products Exported to	Turnover Derived from Products Exported
		$
		$
		$
		$
		$

14. Contractual Liability

Have you entered into any contract where You have agreed to contractual hold harmless clauses, indemnities, any waiver of subrogation or rights of recourse against any entity or third party? Yes ☐ No ☐

If Yes, please advise full details below and attach copies of all relevant contracts/agreements

15. Do you undertake any of the following activities: (Please select)

☐ Any work away from your premises
☐ Hot Works (Welding/Cutting/Grinding etc.)
☐ Hazardous Goods Handling, Storage or Waste Management

If Yes to any of the above, please advise full details:

16. **Insurance History**

In the past 5 years, have you ever claimed under a Public &/or Products Liability Policy before?	Yes ☐ No ☐
If Yes, please provide details or attach separate sheet if necessary:	

Declaration

By signing this application form:
You hereby declare that:

- You have received, read and understood the policy wording, in particular your duty of disclosure and what is excluded
- You agree to be bound by the terms and conditions
- The disclosed information is true and correct
- You have not withheld or suppressed any information concerning the details in this application
- If there is more than one insured and all have not signed this application, you are authorised to sign for and on their behalf.

You consent to the use and disclosure of your personal information for the purposes shown in the Privacy section of our Policy Wording and our Privacy Statement; and

You confirm that if you have disclosed personal information about any insured person or any other person you have made them or will make them aware that you have provided their personal information to us and the types of third parties we may provide it to, the relevant purposes we and third parties will use it for, and how the Insured Person or other person can access it.

Signed by:

Name of Partner(s) or Director(s):	Position:
On behalf of (insert name of firm):	
Signature:	Date: (DD/MM/YY) / /

If completing electronically, print out the completed form and attach a manual signature.