

**Liberty International Underwriters**

**Environmental**

**Contractor's Pollution Liability New Business Application**



## Important Notice

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The Information provided in this proposal will form the basis of any contract of insurance entered into. This insurance can be provided on a claims-made form or an occurrence form. Please read the following notices carefully and ensure you answer all questions in full and read and sign the Declaration at the end.

## For Claims Made Insurance

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This is a proposal for a 'Claims Made' policy of insurance. This means that the 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:

- pollution conditions 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.

## Your Duty of Disclosure

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Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

This includes but is not limited to every fact and matter that you know, or could reasonably be expected to know that might give rise to a claim against you. This may also include information which is additional to the questions asked in this proposal form.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. This means that prior to renewal or any policy variations, as well as advising of new information, you also need to advise the insurer of any changes to the facts previously notified.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.



## Non Disclosure

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If you fail to comply with your duty of disclosure or make a material misrepresentation to us, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning and therefore decline to pay any claim. This means that your policy would be deemed to have never existed and no claims would be payable.

## Privacy Notice

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Liberty International Underwriters (LIU) is a trading name of Liberty Mutual Insurance Company, which is a company incorporated in the United States. It is a member of Boston-based Liberty Mutual Group (LMG). LIU Australia's head office contact details are:

Address: Locked Bag 18, Royal Exchange NSW 1225, Australia  
Phone: +61 2 8298 5800

LIU is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information.

LIU collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. LIU passes it to third parties involved in this process such as LIU's related companies, reinsurers, agents, loss adjusters and other service providers. We may store your information with third party cloud or other types of networked or electronic storage providers. Third parties may be located locally or overseas in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia. Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from LIU. If you do not provide the personal information LIU or other relevant third parties require to offer you specific products or services, LIU may not be able to provide the appropriate type or level of service.

If you wish to gain access to or correct your personal information, make a privacy complaint, or if you have any query about how LIU collects or handles your personal information please write to LIU's Privacy Officer at the address above or by emailing: **privacy.officer.ap@libertyiu.com**. To obtain a copy of LIU's Privacy Policy go to LIU's website ([www.liuaustralia.com.au](http://www.liuaustralia.com.au)) or request a copy from LIU's Privacy Officer.

When you give LIU personal or sensitive information about other individuals, LIU relies on you to provide its Privacy Notice to them. If you have not done this, you must tell LIU before you provide the relevant data.



## Instructions

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**Important:** Please answer all questions fully. If any section does not apply, please indicate with N/A. All questions will be deemed to be answered in respect of all entities & persons to be insured under this policy. If the space provided is insufficient please include attachments on your company letterhead.

This application must be signed and dated by an owner, principal or other duly authorised person. Please submit the following with this application:

Standard client and sub-contractor contract documents used

Representative Project Listing with descriptions

Attach a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured)

## Application for Contractor's Pollution Liability

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### The Insured

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1. Named Insured

2. Address

3. Email

Website Address

4. Risk Address (if different from above)

5. Period of Insurance

From:

at 4pm Local Standard Time

To:

at 4pm Local Standard Time

Or



6. Project Details

7. Project Name

8. Project Period

From:

To:

### Coverage Details

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9. Limits

Occurrence Limit

Aggregate Limit

\$

\$

10. Deductible

\$

*If you require further options, please discuss with your broker*

### Company Operations

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11. Operations of the Named Insured

12. Which States and Countries do you operate in?

ACT	NSW	NT	QLD	SA	TAS	VIC	WA
%	%	%	%	%	%	%	%
Australia			New Zealand		Other		
			%		%		

13. If "other", please list countries below

## Turnover or Contract Value

14. Fiscal Year

From:

To:

15. Current Fiscal Year \$

Estimated for next Fiscal Year \$

Or

16. Contract Value \$

## Activities

17. **Activities**

General construction (including electrical, carpentry, plumbing, painting, concrete, steel)	%
General earthmoving, excavation, grading and site preparation	%
Demolition / dismantling/ drilling / dredging / marine / industrial facility maintenance / landfill O&M	%
Soil and groundwater remediation, recycling / packaging of hazardous materials	%
Underground work: installation of pipelines, underground storage tanks, mining support	%
Hazardous waste treatment	%
Energy services (oil and gas)	%
<b>Total Percentage</b>	<b>%</b>

18. What Pollution / Environmental Risk Management Procedures are in place?

19. Do you select, arrange for the transportation of, or transport hazardous waste to treatment, storage or disposal facilities?

Yes

No

If Yes, please explain:

20. Do you own, operate, rent or lease a treatment, storage or disposal facility

Yes

No

If Yes, please explain:

21. Have you entered into any Joint Venture Agreements to which this insurance should apply?

Yes

No

If Yes, please explain and attach a copy of Articles of Joint Venture Incorporation:



22. Use of Written Contracts

Does your contract contain a limitation of liability provision? Yes          No

If Yes, please explain:

23. Who reviews your clients' contracts on your behalf?

24. Do you subcontract contracting services? Yes          No

If Yes, please specify the service and the total gross turnover:

Service	Total Gross Turnover
	\$
	\$
	\$
	\$
	\$
	\$

25. Do you use written contracts with your subcontractors? Yes          No

Claims Information

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26. Has any application for Pollution Liability Insurance by the applicant, present owners, principals or partners ever been declined or coverage cancelled or non-renewed? Yes          No

If Yes, please explain.





27. Has any claim, suit, or demand for money or services ever been made against the applicant, its subsidiaries, or its principals?

Yes

No

If Yes, please explain:

28. Is the applicant aware of any of the following circumstances or any allegations of the applicant's liability, or any allegations of an act, error, or omission in the performance of the applicant's services which may result in any claim, suit, or demand for money or services against the applicant or any person or entity for who the coverage is sought?

Yes

No

If Yes, please explain.

**PLEASE NOTE THAT THE POLICY SHALL NOT APPLY TO SUCH REPORTED CLAIMS OR CIRCUMSTANCES, UNLESS SCHEDULED ONTO THE POLICY BY ENDORSEMENT.**

## Declaration

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(To be signed by a partner or director.)

I, the undersigned, declare and acknowledge:

- that I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal;
- that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and I have not withheld any material information from this proposal
- that this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.
- that until a Contract of Insurance is entered into, I am obliged to inform Liberty International Underwriters of any changes to any information supplied or of any new information that is relevant;
- that I understand Liberty International Underwriters relies on the accuracy of the information and documentation supplied proposing for this insurance;
- that I have read and understood the Important Notices which form part of this proposal;
- that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposer's acceptance of an offer by Liberty International Underwriters, if any.

Signed

Print Name

Title

Dated

## Have you Remembered to Attach the Following?

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Standard client and sub-contractor contract documents used

Representative Project Listing with descriptions

a list of proposed Named Insureds to be covered by this policy and include ownership information and description of operations for each entity (Only those entities performing the services and/or operations as proposed will be included as Named Insured)

any other document you have been asked to attach in the questions above