

LIABILITY RENEWAL QUESTIONNAIRE – SPECIALTY

Please complete this questionnaire to assist in reviewing and preparing renewal terms.

Insured/s Name			
NOTE: Please include <u>all</u> insured names			
Period of Insurance	From:	/ / at 4 p.m. Local Time	To: / / at 4 p.m. Local Time
Limit of Indemnity	\$		
Gross Annual Turnover NOTE: Sterling may request a Declaration of Gross Turnover from your reg'd accountant or tax agent to confirm your figures.	Activity – please specify the activity	Actual for past 12 months	Estimated for coming 12 months
		\$	\$
		\$	\$
		\$	\$
	Total	\$	\$
Please answer the following questions.			
1. Have there been any changes to your business or business activities over the past 12 months and/or do you expect any changes in the future 12 months?		YES	NO
2. Are there any changes required to this expiring insurance coverage?		YES	NO
3. Have your circumstances changed with the use of any labour hire personnel/firms?		YES	NO
4. Have your circumstances changed with hiring out any of your employees to third parties on a labour hire basis?		YES	NO
5. Further to the loss and/or claims experience you declared last year, are there any additional claims and/or changes to the information declared last year?		YES	NO
6. Further to the contractual arrangements you declared last year, are there any changes (including additional contracts you have entered into) since last year? <i>Note: Cover for such contracts are excluded unless specifically noted otherwise in writing.</i>		YES	NO
7. Are any of your Products used in watercraft, aircraft, hovercraft, rail equipment, vehicle, and/or off-shore work platforms?		YES	NO
8. Please attach the latest version of your quality control procedures for the Products which you manufacturer and/or import.			

If you have answered “YES” to any of the above, please state the question and provide the details below.

I/We declare that:

- i. I/we have read and understood the clauses detailed under the Important Notices section of this questionnaire;
- ii. the answers and information given by me/us in this questionnaire are true and correct in all respects;
- iii. no information has been withheld that would affect the underwriter’s review and underwriting of this questionnaire;
- iv. where answers are not in my/our own handwriting, they have been checked by me/us & I/we agree they are correct;
- v. at the request of Sterling Insurance Pty Ltd, I/we understand that I/we may be required to provide a Declaration of Annual Turnover from our registered Company Accountant or independent Tax Accountant or Tax Agent.

Name:

Position:

Signed:

Date: / /



IMPORTANT NOTICES

Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

Insufficient Space in this Questionnaire

If there is insufficient space in this questionnaire for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

Claims Made & Retroactive Liability Notice For Certain Extensions

Certain extensions – the Asbestos Liability (when offered as a 'claims made' cover), Statutory Liability, Professional Indemnity, and Errors & Omissions extensions – may apply to your policy which are 'claims made' covers. This means that where these extensions apply, they cover you for claims first made against you during the Period of Insurance and notified to the underwriter during such Period of Insurance.

These extensions do not provide cover in relation to:

- Events which occurred prior to the Period of Insurance or such earlier retroactive date as may be stipulated in the schedule;
- Claims made against you after the expiry of the Period of Insurance even though the event giving rise to the claim may have occurred during the Period of Insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the Period of Insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current Period of Insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the Period of Insurance may give rise to a claim.

As explained above, these extensions, by their terms, do not provide cover for claims made after the expiry of the Period of Insurance provided by the extensions.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the Period of Insurance cover provided by the contract where the insured has given notice in writing to the underwriter:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the Period of Insurance.

It is therefore important that you advise us of any circumstances that could result in a claim during the Period of Insurance to protect your position in case the circumstances develop into a claim after the expiry of the Period of Insurance.

Furthermore, the policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged negligence, damage, injury, loss, liability, act, error, and/or omission that occurs before the commencement of the policy, unless retroactive liability cover is extended (in writing) by Underwriters.