



# Airport Contractors & Concessionaires Liability Proposal Form

## 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 enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduce the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

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

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

### Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

### 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 Proposal Form

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

### Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

### Reasonable Care

You must also take reasonable precautions to prevent injury and/or damage to third party property, prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

### Privacy Notice

We are bound by the Privacy Act and its associated Australian Privacy Principles (APPs) when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

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

### Sydney

Ph: 02 9950 4000

Fx: 02 9950 4001

### Sterling Insurance Pty Limited

ABN: 12 084 296 168, AFSL: 237880

[www.sterlinginsurance.com.au](http://www.sterlinginsurance.com.au)

PO Box 286, Nth Sydney NSW 2059



**CLAIMS/LOSS EXPERIENCE**

- a) After investigation, are there any circumstances for which you in the past 7 years:
- i. Were fined or required to pay a penalty? YES NO
  - ii. Could be required to pay a fine or penalty? YES NO
- b) After investigation, have any directors or staff members ever been subject to disciplinary proceedings for professional misconduct? YES NO

If "YES" to a) or b), please provide full details:

- c) After investigation, have there been any claims &/or uninsured losses, &/or circumstances of which could give rise to a claim? YES NO

If "YES", please complete the table below:

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity, & when it was reported)	If a claim, is it Open or Closed?	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

**INSURANCE & OTHER HISTORY**

After investigation, have you ever had any:

- a) Insurance declined or cancelled? YES NO
- b) Renewal refused? YES NO
- c) Claims denied for this class of insurance? YES NO
- d) Criminal charges &/or convictions? YES NO
- e) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? YES NO

If "YES" to any of the above, please provide full details:

## **DECLARATION**

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I/We

a) declare that:

- i. I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
- ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
- iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
- iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;

b) authorise the Underwriters to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy and not necessarily what I have elected on this Proposal.

d) acknowledge that the underwriters & their agents reserve the right to decline this Proposal.

e) acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

Proposer's Signature:

Date:        /        /

Proposer's Title: