

# Plumbers Liability Insurance Victoria



**ZURICH**

*Because life changes.*

## Proposal Form

**Important Information - Please read these pages before completing this proposal.**

### Your Privacy

Privacy legislation requires Us to make the following disclosures before collecting personal information about You:

- We require personal information about You to assess Your Proposal for insurance and to administer the Policy.

We may disclose Your personal information (other than sensitive information such as health information) to Your adviser (and any licensee or broker he or she represents).

We may also disclose Your personal information to Our service providers (including loss adjusters, administrators, reinsurers) and to Our business partners for this purpose. By submitting Your Proposal, You consent to Us and those organisations, collecting and disclosing sensitive information about You;

- if You do not provide the requested information, Your Proposal may not be accepted, We may not be able to administer Your Policy or You may breach Your Duty of Disclosure, the consequences of which are set out in the Duty of Disclosure Notice;
- We may also disclose personal information about You as required or permitted by law;
- in most cases, on request, We will give You access to the personal information We hold about You;
- You may contact Us by telephone on 132 687, e-mail Us at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing to "The Privacy Officer" at Zurich Australian Insurance Limited, P.O. Box 677, North Sydney, 2059.

Please provide details of Your policy number/s where known.

### Your Duty of Disclosure (referred to in the Insurance Contracts Act 1984)

Before You enter into this contract of insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know (or could be reasonably expected to know) is relevant to Our decision whether to accept the risk of insurance, and if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate this contract of insurance.

Your duty however does not require disclosure of matters

- that diminish the risk to be undertaken by Us;
- that are of common knowledge;
- that We know or that in the ordinary course of business We ought to know;
- as to which compliance with Your duty is waived by Us.

### Non Disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

### Reasonable Precautions and Fraudulent Acts

You must take all reasonable precautions for the maintenance and safety of the Insured Property and prevention of loss. We will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by You or on Your behalf.

### Goods and Services Tax

This policy has provisions for payment of Goods and Services Tax (GST):

- by You in relation to premiums;
- by Us in relation to claims depending on the type of claim.

The GST component of Your claim will be settled according to Your Tax Input Credits (ITC) entitlement, for example

ITC	Claim Settlement
0%	Settled inclusive of GST
100%	Settled less GST
60%	Settled less sixty percent (60%) of the GST

You must advise Us of Your Correct ITC percentage. Any GST liability from Your incorrect advice is payable by You.

### Cooling Off Period

Please ensure that You read Your whole Policy document including the attaching Schedule of Insurance to be sure You have the cover You require.

If this is not the cover You require, You can cancel Your Policy within the Cooling Off Period, being 21 days after Your Policy commences.

Furthermore, if You have paid for Your renewal Premium before the expiry date, You have the above Cooling Off Period applying to Your renewal.

You must advise Us in writing and return the Schedule of Insurance and Policy to Us within the time frame stated above. You will receive a full refund of the Premium paid, providing nothing has occurred for which a claim is payable under the Policy.

### Policies

For full details of cover, please refer to the full Policy wording which sets out the terms and conditions of cover offered. This is available from Your local Zurich Branch Office or Your Zurich adviser (and any licensee or broker he or she represents).

### Confirmation of Transactions

You may contact Us or Your adviser (and any licensee or broker he or she represents) to confirm any transaction under Your Policy (including renewals) by telephone or in writing. Our contact details are provided in Your Policy.

Policy No.	Broker/Agent
------------	--------------

### Period of Insurance

State the Period of Insurance required:  /  /  to  /  /

### Information about Your business

(a) Your name

(b) Your Business ABN Number (if applicable)

(c) Your Business postal address No.  Street   
 Suburb  State  Postcode

(d) Contact Numbers Business (  ) Mobile   
 Private (  ) Facsimile (  )

(e) Number of years the Business has been established  Years

(f) Describe in detail Your business activities

(g) Number of persons working on tools (including Directors, partners, apprentices, labourers)  Persons  
 Type A  Type B  Other

(h) Estimated annual turnover \$

(i) Please indicate the type of premises You will be working at:

Residential	<input type="text"/>	%
Commercial	<input type="text"/>	%
Industrial	<input type="text"/>	%
Non Plumbing	<input type="text"/>	%

If Non Plumbing work declared above than please supply details and if cover required under this Policy

(j) Does work performed by sub-contractors total more than 50% of Your estimated annual turnover? YES  NO   
 Do You ensure sub-contractors are correctly insured? YES  NO

### Licensed Plumbers

(a) Provide the names and licence numbers for all licensed plumbers in Your business

Name	Licence Number
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

(b) Have any of the Directors, Proprietors, or Partners of Your Business ever been

(i) charged with any offence regarding fraud or dishonesty?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(ii) made bankrupt?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(iii) convicted of any criminal offence?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(iv) under investigation for any fraudulent or dishonest acts?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If "YES", to any of these questions supply full details

**Previous Insurances, Claims, Damage, Losses and Liabilities**

Previous Insurances, Claims, Damage, Losses and Liabilities

(a) Have You, Your Business, or any Director, Proprietor or Partner of Your Business ever had

- (i) insurances cancelled or had special conditions imposed? YES  NO
- (ii) a proposal for insurance declined? YES  NO
- (iii) an insurer refuse to renew a policy? YES  NO

If "YES", provide full details

(b) Have you had any claims, uninsured losses, damage or liabilities that have involved Your Business during the last 5 years. These include alleged defects, faulty workmanship, breaches of the Trade Practices Act and any disputes concerning completion of work?

YES  NO  If 'YES', provide full details

	Date	Description	Amount	Insurer
1				
2				
3				
4				

(c) Have You ever been disciplined by the Plumbing Industry Board or equivalent? YES  NO

If "YES", please provide details including date of hearing and finding.

- Limit of Liability required
- Public Liability (Min \$5 million) \$  any one Occurrence
  - Products Liability (Min \$5 million) \$  any one Period of Insurance
  - Defect Liability
  - Trade Practices Liability
- } As per the minimum requirements of the Ministerial Order dated the 28/2/1997 in relation to the Building Act 1993-VIC

**Do Your operations include**

Do Your operations include asbestos removal? YES  NO

If "YES", please specify

**Declaration**

I/We in effecting Insurance in accordance with the information furnished in this Proposal declare and warrant:

- (a) the statements in this Proposal are true.
- (b) I/We have disclosed all matters of which, to my/our knowledge, You should be aware.
- (c) no Insurance Company has ever cancelled, declined or refused to renew, or imposed special terms or conditions, on any policy held by me/Us.
- (d) that I/We agree to accept the terms, exclusions, conditions and limitations of Your policy.
- (e) We agree that relevant information concerning this insurance will be released to the Plumbing Industry Board.

SIGNATURE

DATE

X

/ /