

Proposal Form Landscape Queensland Members Facility Insurance

The Insured & Contact Details: 1. Name of Applicant: ABN: Occupation: Business Address: Postal Address: Phone: Email: Website: LQ Membership number: Company Details: Gross Annual Income Gross Annual Income Activity Actual last year: Estimated this year: Hardscape: Softscape: Design: Garden Maintenance: Other services (please advise): Other services (please advise): Other services (please advise): Other services (please advise): Staff Information (Indicate By Number Of Staff) 4. Principals: Employees: Contractors: Payments to contractors per annum (\$): Section 1: Public Liability (Sum Insured) 5. Public Liability: \$20M \$5M \$10M \$0ther Section 2: Professional Indemnity (Sum Insured) 6. Professional Indemnity: \$500K \$1M \$2M \$5M \$0ther Section 3: Tools of Trade 7. Tools of Trade: \$15,000 \$5,000 \$10,000 \$20,000





| Please specify tools over \$2, | 000 in value | | |
|--------------------------------|---------------------------------------|--------|--|
| A | | | |
| В | | | |
| C | | | |
| D | | | |
| E | | | |
| F | | | |
| G | | | |
| Н | | | |
| Section 4: Business | Contents, stock, burglary & glass | | |
| 8. Building details - | | | |
| Age of building: | Number of stories: | | |
| Construction of Building: | Walls: | | |
| | Floor: | | |
| | Roof: | | |
| Security: | Deadlocks on external doors: | Yes No | |
| | Locks/bars/grills on external windows | Yes No | |
| | Local alarm system | Yes No | |
| | Monitored alarm system | Yes No | |
| Business Contents (\$): | | | |
| | | | |
| | | | |
| Glass Cover: Yes No | | | |
| Section 5: Personal | Accident & Sickness Application | | |
| 9. Full Name of Insured: | | | |
| Date of Birth:// | / | | |
| Cover required: Acci | dent Only Accident & Sickness | | |
| Accidental Death & Capital | Benefits (\$): | | |
| Weekly Accident Benefit (| 5): | | |



| Weekly Sickness Benefit (if required) (\$): | | | | | |
|--|-------------|--|--|--|--|
| Benefit Period: 1 year 2 years | | | | | |
| Excess / Waiting Period: 7 Days 14 Days 30 Days | | | | | |
| Personal Accident / Sickness Questionnaire If yes to any of questions 10 to 14 | | | | | |
| provide full details incl. date occurred, description of illness or accident, treatment/s, insurer & amount paid. | | | | | |
| · | iatharaaist | or poughintriet | | | |
| 10. Have you been treated by a health professional such as a doctor, nurse, phys for any injury or sickness in the past 5 years that required hospitalisation, lor or ongoing treatment? | | • • | | | |
| 11. Do you currently have any symptoms of ill health or injury or are you current of any kind? | ly taking p | rescription medication(s) Yes; Give details: | | | |
| 12. Have you ever had abnormal blood pressure, ulcers, diabetes, tuberculosis, continuous, and disorders of the mental, respiratory, nervous, Genital-urinal or of the back, spine, eyes or heart? | | | | | |
| 13. Do you have any pre-existing health conditions? | No | Yes; Give details: | | | |
| 14. Have you ever claimed for benefit under any accident or sickness policy? | No | Yes; Give details: | | | |
| Insurance History Questionnaire, if yes to any of questions incl. date occurred, description, insurer and amount paid | 15 - 22 | ? provide full details | | | |
| 15. Have you ever been convicted of a criminal offence? | No | Yes; Give details: | | | |
| 16. Have you ever been declared bankrupt? | No | Yes; Give details: | | | |
| 17. Have you had any accidents or incidents occur, whether covered or not? | No | Yes; Give details: | | | |



| 18. Have you ever had a claim? | No | Yes; Give details: | | | |
|---|-----------------------------|--|--|--|--|
| 19. Have you ever had an insurer decline to renew an insurance policy? | No | Yes; Give details: | | | |
| 20. Have you ever had an insurance policy cancelled? | No | Yes; Give details: | | | |
| 21. Have you ever had an insurer impose special terms of conditions? | No | Yes; Give details: | | | |
| 22. Have you ever been subject to disciplinary proceedings for professional misconduct or unsatisfactory professional conduct by a professional society or statutory body? | | | | | |
| If you have answered Yes to any of the questions from 10 - 22 and please use the space below. | require a | dditional space, | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Declaration | | | | | |
| I declare that the above answers, statements, particulars and additional information knowledge and belief. After full enquiry, I also confirm that I have disclosed all informaliter the Underwriters' view of the risk, or affect their assessment of the exposures to I understand that all answers, statements, particulars and additional information supports. | nation and r hey are cov | material facts that may vering under the Policy. | | | |
| part of and form the basis of the Policy. I also declare that I have read the Insurance | | | | | |
| Name: | 1 | Date:// | | | |
| Signature | | | | | |





Notice to the Proposed Insured:

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4 and 5 be brought to your attention before you apply for insurance.

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

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer
- that is 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 If you fail to comply with your Duty of Disclosure, the insurer may be entitled to reduce it's 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 the beginning.

Comment The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (claims, whether founded or unfounded) or to the magnitude of the risk is of the utmost importance with this type of insurance. It is better to exercise caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

2. Claims made and notified policy The professional indemnity and management liability insurance is provided on a 'claims made and notified' basis.

This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified)
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy

- claims made, threatened or intimated against you prior to the commencement of the period of cover
- facts or circumstances which you first became aware of prior to the period of cover and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

Where you give notice in writing to the insurer of any facts that might give rise to a claim against you (as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover) the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of the cover. Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of Run-Off cover is essential. You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

- **3. Claims notification** If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf. If you become aware of a claim or circumstances and you do not notify them during the policy period, you could be left uninsured or facing a reduced payout from your insurer in respect of that claim or any future related claim.
- **4. Average provision** This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under the policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.
- **5. Subrogation agreements** Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

Privacy & Insurance House Your privacy is important to Insurance House Pty Ltd ABN 33 006 500 072 AFSL 240954. Our Privacy Policy explains how we use and disclose your personal information in accordance with the Australian Privacy Principles. Our Privacy Policy is available at **www.insurancehouse.com.au** or upon request when contacting us.