

# Power Line Clearing – Public and Products Liability Insurance Application Form

## Important Information

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurer to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Information, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## Agent of Insurer

SURA Liability Pty Ltd ABN 34 125 318 247 (SURA Liability) has an authority from the insurer to arrange, enter into/bind and administer this insurance for the insurer. SURA Liability acts as an agent for the insurer and not for you.

In providing any financial services SURA Liability ABN 125 318 247 (SURA Liability) is a Corporate Authorised Representative (AR NO. 1255891) of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313.

## Duty of Disclosure

Before the insured enters into an insurance contract, they have a duty to tell us of anything that they know, or could reasonably be expected to know, may affect our decision to insure them and on what terms. The insured has this duty until we agree to insure them.

The insured has the same duty before they renew, extend, vary, or reinstate an insurance contract. The insured does not need to tell us anything that:

- reduces the risk we insure them for;
- is of common knowledge;
- we know or should know as an insurer; or
- we waive the duty to tell us about.

## If the insured does not tell us something

If the insured does not tell us anything they are required to, we may cancel the contract or reduce the amount we will pay you if you make a claim, or both.

If the failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## Privacy

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document, you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs. A copy of our Privacy Policy is located on our website at [www.sura.com.au](http://www.sura.com.au).

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us. If you wish to access your file, please ask SURA Liability.

## 1. The applicant

### Insured

List all entities including subsidiary companies, to be included as the insured:

Postal address

State

Postcode

Tax status: Registered business?

☐ Yes ☐ No

ABN

Taxable

Website address

Number of employees

Full-time

Part-time

Note: Provision of your website does not alleviate you of your Duty of Disclosure.

## 2. Details of your business

State full details

**3. Do you provide any professional tree advice and/or hazardous tree assessment and/or hazardous tree inspections relating to the advising, assessing and/or inspection of any trees in order to determine which trees should be removed in order to reduce the possibility of any tree falling onto any electricity distribution and/or transmission and/or generation and/or supply infrastructure including but not limited to distribution lines, transmission lines, power lines and/or power poles?**

☐ Yes ☐ No

If you have answered Yes to the above then this application will be declined.

## 4. Period of insurance and Limit of liability

Commences 4pm on

And ends 4pm on

Limit of liability

\$

Date your business was established

## 5. Your estimated annual payroll

Including directors, partners and principals

\$

Split as follows

a) Installation, maintenance, service, repair or construction work conducted away from your premises

\$

b) Managerial/clerical/sales

\$

c) Manufacturing

\$

d) Other, please specify

\$

Do you engage any contractors and/or sub-contractors?

☐ Yes ☐ No

If Yes, please advise

a) Nature of work performed

b) Estimated annual labour payments to such contractors and/or sub-contractors

\$

c) Do you identify the existence of liability insurance held by contractors and/or sub-contractors?

☐ Yes ☐ No

d) Are you always named as principal on the contractors and/or subcontractors liability policies?

☐ Yes ☐ No

Do you utilise any labour hire personnel?

☐ Yes ☐ No

If Yes, please advise

a) Nature of work performed

b) Estimated annual labour payments for such labour hire personnel

\$

Do you use internal labour hire?

☐ Yes ☐ No

Internal labour hire is where one insured on-hires employees and/or contractors to another insured.

**6. Your estimated annual turnover**\$ 

Please split the estimated annual turnover by State: (ensure it adds up to 100%)

NSW	VIC	QLD	SA	NT	ACT	TAS	WA	Overseas
<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

\* From 1 January 2018, small businesses will be exempt from paying NSW Stamp Duty on certain types of insurance. If eligible for the Stamp Duty exemption, please complete and return to us the attached NSW Small Business Stamp Duty Exemption Declaration.

**7. Split estimated annual turnover by activity performed: (ensure it adds up to 100%)**

Tree lopping and/or vegetation removal (excluding power line clearing)	<input type="text"/> %
Tree stump grinding	<input type="text"/> %
Wood chipping / mulching	<input type="text"/> %
Clearing trees and/or vegetation around power lines	<input type="text"/> %
Clearing trees and/or vegetation around distribution and/or transmission lines	<input type="text"/> %
Clearing trees and/or vegetation from or adjacent to railway lines	<input type="text"/> %
Application by hand spraying of herbicides	<input type="text"/> %
Logging of plantations/forests	<input type="text"/> %
Other <input type="text"/>	<input type="text"/> %

**8. Please indicate whether your Business involved any of the following activities:**

Use of explosives	<input type="checkbox"/> Yes <input type="checkbox"/> No	Importing, exporting or manufacture of any herbicides, defoliant, pesticides, insecticides or fungicides	<input type="checkbox"/> Yes <input type="checkbox"/> No
Burning off	<input type="checkbox"/> Yes <input type="checkbox"/> No	Crop Spraying	<input type="checkbox"/> Yes <input type="checkbox"/> No
Spraying of herbicides or defoliant	<input type="checkbox"/> Yes <input type="checkbox"/> No	Construction and/or maintenance of any Fire Breaks	<input type="checkbox"/> Yes <input type="checkbox"/> No

If You have answered Yes, to any of the above please advise precise details of the activity performed and the estimated annual turnover derived from such. Indemnity may not be provided under this Policy for the above activities depending on the activity performed and relevant turnover. Upon receipt of the required details, SURA Liability will advise Your insurance broker in writing whether the activity can be included under the Business along with any amendments that SURA Liability requires to be made to the Policy.

**9. In regards to your Business are any of the following Acts, Regulations, Industry Codes of Practice or Australian Standards applicable?****QUEENSLAND**Electrical Safety Regulation 2013 ☐ YesElectrical Safety Act 2002 ☐ YesElectrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines ☐ YesCode of Practice for Maintenance of Electricity Corridors in Queensland Parks and Forests ☐ Yes**NEW SOUTH WALES**Workcover Code of Practice: Amenity Tree Industry 1998 ☐ YesWorkcover Code of Practice: Work Near Overhead Power Lines 2006 ☐ YesElectricity Supply (Safety and Network Management) Regulation 2014 ☐ YesISSC 3 Guideline for Managing Vegetation near Power Lines ☐ Yes**VICTORIA**Electricity Safety (Electric Line Clearance) Regulation 2020 ☐ YesElectricity Safety (Installations) Regulations 2019 ☐ YesElectricity Safety Act 1998 ☐ YesEnergy Safe Victoria (ESV) Code of Practice on Electrical Safety for Work on or Near High Voltage Electrical Apparatus (the 2022 Blue Book) ☐ YesWorking Safely with Trees (Workcover) ☐ Yes**WESTERN AUSTRALIA**Electricity Regulations 1947 – Regulation 316A ☐ YesGuidelines for Work in the Vicinity of Overhead Power Lines (Worksafe brochure) ☐ YesCode of Practice for Personal Electrical Safety for Vegetation Control Work near Live Powerlines ☐ Yes**SOUTH AUSTRALIA**Electricity (General) Regulations 2012 ☐ YesElectricity (Principles of Vegetation Clearance) Regulations 2021 ☐ YesSafework SA Guideline: Working Safely Near Overhead Power Lines ☐ Yes**TASMANIA**Electricity (General) ☐ YesElectricity (Principles of Vegetation Clearance) Regulations ☐ YesWorking in the Vicinity of Overhead and Underground Electric Lines ☐ YesCode of Practice: Distribution Power Line Vegetation Management ☐ Yes**AUSTRALIAN STANDARDS**AS 2726.2 – 2004 Chainsaws – Safety Requirements Part 2: Chainsaws for Tree Service ☐ YesAS 4373 – 2007 Pruning Amenity Trees ☐ YesAS/NZS 4453.3 – 1997/Amdt 1 – 1998 Protective Clothing for Users of Hand Held Chainsaws – Protective Clothing for Users of Hand Held Chainsaws legwear ☐ Yes

How do you ensure compliance with the relevant Acts, Regulations, Industry Codes of Practice or Australian Standards?

Eg. Manuals, training, procedures, supervision, audits etc.

10. Locations of premises occupied by you in order to conduct your business

Address	Occupancy	Indicate if owned or leased

11. Have you entered into any contract or agreement (including any in respect of the supply of raw materials, components or finished goods) under which you have assumed liability for which you would not otherwise be liable, or under which you have waived your legal rights of recovery (e.g. hold harmless agreements)? ☐ Yes ☐ No

If Yes, please provide details and attach copies of the contract or agreement

12. Insurance history

a) Within the last seven years has any incident occurred or claim been made against you involving personal injury to any person not being your employee or damage to property of others? ☐ Yes ☐ No

If Yes, please provide details

Date of loss	Cause of claim/incident	Amount of claim
		\$
		\$
		\$
		\$
		\$

b) Has any insurer ever declined, refused to renew, cancelled or imposed special terms or conditions to any application, renewal or policy held by you?

☐ Yes☐ No

If Yes, please provide details

c) Has any director, owner or licensee been charged or convicted of a criminal offence?

☐ Yes☐ No

If Yes, please provide details

d) Have any directors been a director of a company:

(i) that has appointed a receiver, external administrator or liquidator during the past 5 years?

☐ Yes☐ No

(ii) that has gone into liquidation during the past 5 years?

☐ Yes☐ No

If 'Yes', please advise:

(i) the name of each company and the insured's director(s) who were directors of such company:	(ii) the date of appointing a receiver, external administrator or liquidator for each company:	(iii) the date each company was liquidated if applicable:

## Declaration and authorisation

This Declaration must be completed and signed by or on behalf of all parties making this Application.

I/We have read and understood the clauses detailed under the Important Information section (including the Duty of Disclosure) included in this Application.

I/We confirm that the answers and statements in this Application are correct and that no information has been withheld which may affect the decision to accept this Application or the terms and conditions of any insurance provided.

I/We understand that if this Application is accepted the insurance cover will be subject to the policy terms and conditions. I/We further acknowledge that the insurer, its agents and/or employees reserve the right to decline this Application.

I/We acknowledge that the personal information SURA Liability collects from me/us is collected for the purpose of processing this Application, fulfilling SURA Liability's obligations in providing services to me/us, for the development of products and services, and to allow SURA Liability and its related entities to market products and services. If I/we do not provide relevant information, I/we acknowledge that SURA Liability may be unable to process my/our Application.

I/We authorise SURA Liability to give to or obtain from other insurers and/or an insurance or credit reference bureau information from this Application (including sensitive information), information from other insurances held by me/us with SURA Liability, and claims information obtained through the course of the contract.

By signing this Application, I/we consent to SURA Liability collecting and using this information for these purposes. This is subject to my/our right to opt out of receiving various marketing materials at any time.

I/We understand that this insurance does not operate until SURA Liability issues the policy schedule (except for any cover provided under an interim contract of insurance).

### SIGNATURE

(This Application is to be signed by a principal, partner or director of the proposed insured)

### POSITION

### FULL NAME

### DATE