LIABILITY CLAIM FORM

IMPORTANT NOTICES

Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) ('HCi') acts under a binder as agent for The Hollard Insurance Company Pty Ltd ('Hollard') (ABN 78 090 584 473, AFSL 241436).

DEFINED TERMS

Some words used in this Claim Form have a special meaning as defined in the Policy wording and such other documents which make up the Policy which contain definitions.

GENERAL INSURANCE CODE OF PRACTICE

Hollard is a signatory to the General Insurance Code of Practice ('the Code'). The Code aims to raise standards of service between insurers and their customers. HCi's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or visit www.codeofpractice.com.au.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

It is your responsibility 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 do not need to tell Us anything that:

- reduces 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.

PRIVACY

In this Privacy Notice the use of "We", "Our" or "Us" means Hollard and Hollard Commercial Insurance unless specified otherwise.

We recognise that your privacy is very important to you. We are committed to protecting the privacy and security of your personal information in accordance with the Privacy Act, 1988. We generally collect personal information directly from you, or from someone authorised by you, in order to provide and administer the various products and services we offer, including marketing information regarding other products and services (of Ours or a third party). If we are unable to collect your personal information, we may not be able to assess your application or offer to issue the financial product or service to you. We may disclose your personal information to related parties, services providers and other third parties, including disclosure overseas (this can change from time to time and you should contact us for details and to see if this applies to you), in order to manage and administer the financial product or service or for other purposes as explained in Our Privacy Policy. You may reasonably obtain access to and ask us to correct your personal information that we hold. Our Privacy Policy can be viewed on our website **www.hollard.com.au** or a copy can be requested by phoning **02 9253 6600**.

GST

The limits of cover that You choose should exclude Goods and Services Tax (GST).

If You are not registered for GST in the event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under this Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under this Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the premium.

If You are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the excess.

DISPUTE RESOLUTION PROCESS

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance contact Your insurance broker.

If Your concern is still not resolved to Your satisfaction please contact HCi at:

Tel: 02 9253 6600

Email: resolution@hollard.com.au

Mail: Locked Bag 2010, St Leonards, NSW 1590

Please refer to Your Policy or HCi's Complaints Procedure for full details of Our Dispute Resolution Process.

LIABILITY CLAIM FORM

HCi | **Hollard.**
commercial insurance

The issue or acceptance of this form is not to be construed as an admission of liability on the part of the company.

Please provide complete details to the questions asked on this form. If there is insufficient space for your answers please attach a separate page.

You should not admit liability or make any offer or enter into any correspondence regarding any incident which may result in a claim under your policy.

Please send the completed claim form as soon as possible to your insurance advisor or broker.

1. YOUR DETAILS

Policy Number

Business or Trading Name of Insured

Contact Name of Insured

Postal Address

Post Code

Phone Number   Work/Mobile Number

Occupation

Email Address

2. INCIDENT DETAILS

Date of Occurrence   Time

Where did the event occur?

Postal Address

Post Code

Please describe what happened:

Were emergency services such as an ambulance, police or fire brigade contacted?

☐ No ☐ Yes   If Yes, provide details

3. OTHER PARTY'S DETAILS

Provide name and address of person injured or owner of property lost or damaged:

Name

Postal Address

Post Code

Contact Number

Email Address

Solicitor's Name

4. DAMAGE AND/OR INJURY DETAILS

Provide details of any property that has been damaged and/or injuries suffered:

Has a demand been made against you for the damage or injury?

☐ No ☐ Yes   If Yes, provide details:

Have you admitted responsibility/liability for the damage or injury?

☐ No ☐ Yes   If Yes, provide details:

Do you consider that you are responsible for the damage or the injury sustained by the other party?

☐ No ☐ Yes   If Yes, provide your reasons:

5. CAUSE

Product

Does the claim involve a product that you manufactured or supplied to another person?

☐ No ☐ Yes   If Yes, provide details of the product:

Vehicle

Did the accident or injury arise out of the use of a vehicle?

☐ No ☐ Yes   If Yes, provide details of the vehicle:

Was the vehicle registered or required to be registered?

☐ No ☐ Yes   If Yes, provide details:

If unregistered, was the vehicle insured under a motor vehicle or other insurance policy?

☐ No ☐ Yes   If Yes, provide details:

6. WITNESSES

Name of witness

Postal Address

Post Code

Telephone Number

Relationship (e.g. employee, family friend etc)

Name of any additional witnesses

Postal Address

Post Code

Telephone Number

7. GOODS AND SERVICES TAX

Are you registered for GST?

☐ No ☐ Yes   If Yes, please provide your ABN:

What is your entitlement to an Input Tax Credit? [   ] %

8. PRIVACY

We are committed to protecting the privacy of your personal information in accordance with the Privacy Act.

We use the personal information you provide to us in connection with your claim only for the purpose of managing and assessing the claim. We may need to provide that information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with the claim. We never sell or rent your personal information.

If you do not provide us with complete information, we cannot properly assess your claim. You may reasonably obtain access to your personal information that we hold. Our detailed privacy policy is available on request.

9. DECLARATION

1. I/We certify that the information given in this form is truthful, accurate and complete. No information likely to affect this claim has been withheld. I/We understand that this claim may be refused if information is untrue, inaccurate or concealed.

2. I/We authorise The Hollard Insurance Company Pty Ltd to give to or obtain from other insurers or insurance reference bureaus, any information relating to this claim or any other claim made by me/us or any insurance held by me us.

Insured's Signature	
Date	