



# LIABILITY DECLARATION UPON PLACEMENT OF RISK

Intermediary \_\_\_\_\_  
Intermediary No. \_\_\_\_\_

This declaration does not constitute an offer for renewal or the provision of a new business quotation. If we make an offer, this declaration forms part of the proposal for insurance. I confirm all information provided on the attached NTI Liability Quote Form is complete and is the basis on which I submit this proposal of insurance. Any information that has changed must be provided with the Liability Declaration.

## PROPOSER

Full name(s):

Trading name:

Postal address:  Post code:

Depot address:  Post code:

Work phone:  Mobile phone:

## PRIVACY STATEMENT

### Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of providing insurance services to you. This includes evaluating your application, evaluating any request for a change to any insurance provided; providing, administering and managing the insurance services following acceptance of an application; investigating and, if covered, managing claims made in relation to any insurance you have with us.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

### Disclosure

We may disclose your personal information, when necessary and in connection with the purposes listed above, to: your insurance broker or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers; other service providers, hospitals, medical, health professionals, legal and other professional advisers.

### Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.

### Access

You can request access to the personal information by contacting us at our address shown on this form.

## YOUR DUTY TO DISCLOSE

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, 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.

### Non disclosure

If you fail to comply with your duty of disclosure, the insurer

may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your nondisclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### Admission of liability

I / We agree and acknowledge that if I / We make any admission of liability, repudiate or settle a claim, take any action which may be considered to be an admission of liability, without the previous written consent of the Company, I / We will be in breach of My / Our policy and the company has the right to refuse claim.

## DECLARATION

I / We understand the advice given in relation to the DUTY OF DISCLOSURE, NON DISCLOSURE, THIRD PARTY INTERESTS AND ADMISSION OF LIABILITY. I / We understand that no insurance is in force until such time as the insurer has confirmed acceptance of this proposal for insurance. I / We acknowledge and agree that this proposed insurance is not retroactive and does not indemnify against losses incepted or manifesting prior to the commencement of this proposed insurance. I / We further agree to accept the company's policy subject to the terms, conditions and exclusions to be contained herein or endorsed thereon.

Insured's signature:

1.  Date:

(If more than one insured all to sign)

2.  Date:

3.  Date: