

Trademaster Liability Insurance proposal

Please complete in BLOCK CAPITALS throughout

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|-----------------------------|--------------------------|-----------------------------|
| Branch BIRMINGHAM | Branch Code 48 | Policy Number LBT |
| | | Agency Code 34200 |
| | | Comm. PL EL |

Name of Insured

If not a limited company show the full names (including forenames) of all principals or partners and the full trading name

Full Address

Building or Street,
Town, Village or District.

County, City or Region.

| | |
|----------|------------------|
| Postcode | Telephone Number |
|----------|------------------|

Period of Insurance

From am/pm on To ending at midnight. **Renewal Date**

No Insurance is in force until the Proposal has been accepted by the insurer.

Full description of business and work undertaken

NOTE:

(a) Only the trades listed on the proposal can be accepted i.e., Groundwork, Civil Engineering, Site Clearance and Plant Hire.

1. Principals/Proprietors

Maximum number of Principals/Proprietors carrying out manual work at any one time in the next 12 months.

| Number | Occupation | Office Use | | |
|--------|------------|------------|----|----|
| | | LOC | PL | EL |
| | | | | |
| | | | | |
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2. Manual Employees

Maximum number of employees carrying out manual work at any one time in the next 12 months.

| Number | Occupation | Office Use | | |
|--------|------------|------------|----|----|
| | | LOC | PL | EL |
| | | | | |
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The standard policy provides cover on excavations down to 8 metres.

Reduced premiums are available where a 1,3 or 5 metres depth limit is sufficient.

I/We confirm that we accept a 1 metre depth limit on excavations.

Yes No

I/We confirm that we accept a 3 metre depth limit on excavations.

Yes No

I/We confirm that we accept a 5 metre depth limit on excavations.

Yes No

3. Please indicate which cover you require.

Cover 1 Employer's Liability

plus Public and Products Liability

Note: This cover is not available if:

- a) You do not have any manual employees.
- b) Any work involves trades other than Groundwork, Site Clearance, Civil Engineering or Plant Hire.
- c) or work at high risk premises.

Cover 2 Public Liability

Note: this cover is not available if:

- a) Any work involves trades other than Groundwork, Site Clearance, Civil Engineering or Plant Hire.
- b) or work at high risk premises.

High risk premises means power station, nuclear installations or establishments, refineries, bulk storage or production, premises in the oil, gas or chemical industries, offshore structures, computers or computer rooms, aircraft, hovercraft, aerospace systems or watercraft, railways, airport, underground or underwater.

Do you work at high risk premises? ▶

Insert 1 or 2 as appropriate: ▶

If you require cover 1, answer question (i) + (ii).

(i) How many manual employees do you have? ▶

(ii) How many Certificates of Insurance do you require? ▶

Contract Works Extension?

If yes please specify maximum value of any one contract. ▶

Full description of contracts undertaken and the work involved.

4. (a) Has any insurer declined to insure you, cancelled or refused to renew your insurance or imposed special terms? ▶

Insert YES or NO ▶

(b) Have there been any incidents in the last five years which have, or could have, given rise to any claims? ▶

Insert YES or NO ▶

If you have answered YES to (a) or (b), please give details:

5. If you wish to pay your premium by installments, insert "Y" in the box and complete the separate application form available on request.

Important – Disclosure

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the acceptance and assessment of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide your insurer with details.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

Data Protection

any information which you supply, which you have previously supplied or which we may hold about you in the future may be shared with other jcb group companies. the information may be held on our group database, which will allow us to reflect all the connections that you have with the jcb group and support our service to you. the information may also be used for the prevention of fraud and for statistical and research purposes. with limited exception, you have a right to access and if necessary rectify information held about you.

insurance administration

information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. it may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. your information may also be used for offering renewal, research and statistical purposes and crime prevention. it may be transferred to any country, including countries outside the european economic area for any of these purposes and for systems administration. in assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

credit searches and accounting

in assessing your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. the insurer may also pass to credit reference agencies information it holds about you and your payment record. credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

the insurer may ask credit reference agencies to provide a credit scoring computation. credit scoring uses a number of factors to work out risks involved in any application. a score is given to each factor and a total score obtained. where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive data

in order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the data protection act defines as sensitive (such as medical history or criminal convictions). by proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

Marketing

Aviva group and its agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. your information may also be disclosed and used for these purposes after your policy has lapsed. if you do not wish your information to be used for these purposes please write to Norwich Union, freepost, mailing exclusion team, PO Box 903, Sheffield, S11 8le.

you should show these notices to anyone who has an interest in the insurance under the policy.

Data Protection – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is JCB Insurance Services Ltd and CGU Insurance plc

Declaration - Very Important

I/We understand the contents of this completed application and I/we declare that the information given is, to the best of my/our knowledge and belief correct and complete. I/we agree that the statements in this application shall form the basis of the contract between the insurer and myself/ourselves and if the risk is accepted I/we undertake to pay the premium when called upon to do so. I/we understand that my/our information may also be disclosed to the Financial Services Authority and other regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

| | |
|------|-----------|
| Date | Signature |
|------|-----------|

If you have a Complaint

Norwich Union is a member of the Financial Ombudsman Service scheme for complaints from private policyholders, certain small businesses, charities and trusts. Should you have a complaint, please initially notify your insurance adviser or usual Norwich Union point of contact. Full details of our complaints procedure will be set out in your policy booklet, or are available from your insurance adviser or from your usual Norwich Union contact. The complaints procedure does not affect your right to take legal action.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agrees otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principle place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.