

Workers Compensation Proposal



Nuku'alofa: Pafco Building, Tafua"ahau Road

Phone: (676) 21105

Fax: (676) 25143

Some important explanations or definitions applicable to the policy

Your insurance contract with Us is based on the information You disclose in Your proposal to Us. The terms and conditions of Your insurance contract with Us are contained in the policy document that We will issue to You. There are important terms You need to understand in arranging Your insurance, some of which We have mentioned below to assist You. To see all the terms and conditions of the policy You can view a copy on Our web site or request a copy from Us prior to arranging this insurance.

- **The Company, Insurer, Dominion, We, Us or Our** means Dominion Insurance (Tonga) Limited.
- **The Insured, You or Your** means the insured named in the **schedule**.
- **Sub limits** restrict the maximum amount payable in the event of a claim for some perils, events or defined property irrespective of the total sum insured.
- **Deductible or Excess** is the first amount of any claim that You must pay.

What You are insured for

You will be indemnified by payment by Us if during the period of insurance:

1. any workman employed by You shall sustain any personal injury or illness by accident or disease and You shall be liable to pay compensation for such injury or illness under the Workmen's Compensation Act, or any amendments thereof in force at the commencement of this policy or any renewal date;
2. in addition, We will be responsible for all costs and expenses incurred with Our written consent in connection with any claim for such compensation.

Subject always to the terms and conditions of this policy.

Inspection and records

1. We shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery, and appliances used in Your business.
2. The name and earnings of every workman employed by You shall be entered regularly in a proper Wages Book, so that a record may exist of such workmen as are entitled to call upon You for Compensation and this wages book must be available for inspection at any reasonable time by Us.

Excluded activities or events

- Any unscheduled aerial flight or attempt at aerial flight,
- Any process, treatment, conveyance, storage or handling of asbestos or materials containing asbestos,
- Employment on any offshore oil or gas rig,
- Underground activities,
- Underwater activities,
- Any consequential loss of any kind,
- War and related perils and nuclear weapons material and related perils (please refer to the full policy wording).
- Riot, malicious acts, civil commotion, strikes or locked-out workers, persons taking part in labour disturbances or any activities in connection therewith,
- Looting, sacking and/or pillaging.

IMPORTANT NOTE Dominion Insurance (Tonga) Limited will assume that all questions are answered on behalf of all proposers

If a company or trust please include full legal title and names (s) of Trustees partners, directors, owners and all other interested parties

1. YOUR DETAILS

1.1 Full Name of Insured: _____

Postal Address: _____

Bus Tel _____ Mob _____ Priv _____ Fax _____ E-mail _____

1.2 When do You need cover? From start date _____ To _____ at 4pm and renewable annually

1.3 Trade and/or Occupancy: Please describe your Business and Operations for which this insurance is required:

1.4 How long have you been established in the business or trade to which this Proposal applies _____

2. EMPLOYEE OCCUPATION AND REMUNERATION/WAGE DETAILS

2.1 Please complete the details requested on page 3 of this proposal form.

3. IMPORTANT QUESTIONS

- 3.1 Please detail all previous claims, losses and or incidents involving employee injuries on page 3
- 3.2 Have You or Your family members, de facto partner, business partners, directors, trustees and/or beneficial owners, managers or any other person or entity to be covered by the insurance:
- 3.3 In the last 10 years:
- i Suffered loss or damage exceeding \$1,000 (whether insured or not)? Yes No
 - ii Made an insurance claim? Yes No
 - iii Been subject to lawsuit or a legal liability claim? Yes No
 - iv Been bankrupt? Yes No
- 3.4 Ever:
- i Had any insurance declined, cancelled, avoided, renewal refused, terms imposed or claim declined? Yes No
 - ii Engaged in any criminal activity or had any criminal convictions, acquittals or diversions, or have any criminal prosecutions pending? Yes No
- 3.5 Is there any further information likely to affect this insurance? Yes No
- 3.6 Who was Your Insurance Company for the last 12 months? _____ Policy No _____

If You have answered "Yes" to any of the above questions please provide full details and dates in the space provided below. If further space is required please complete on a separate sheet. _____

4. COMMON LAW LIABILITY

4.1 Is this cover/extension required and where Yes please indicate below the limit of liability required

\$50,000 Yes No \$100,000 Yes No \$250,000 Yes No Other \$ _____

5. DEDUCTIBLE

5.1 Do you wish a premium discount in return for a deductible and where Yes please indicate the level of Deductible required:

Weekly Benefits Yes No The first \$500 of each claim Yes No Or select other \$ _____

DUTY OF DISCLOSURE

Your Duty of disclosure means You are under a duty to disclose all material information to Dominion Insurance (Tonga) Limited ("Dominion") whether the information is asked for or not. Material information is information that might influence Our decision to insure You and if so on what terms and/or premium. All information given must be complete and correct. If You have any doubt as to whether a fact is material then it should be disclosed. The duty to disclose all material information occurs prior to the commencement of cover, if the contract is varied and prior to each renewal. Failure to disclose all material information may result in Dominion avoiding Your insurance policy. This means Your policy would be deemed never to have existed and any claims would not be payable.

PLEASE READ CAREFULLY BEFORE SIGNING

I/We hereby declare and warrant

- that the information given in this proposal is in every respect true and correct and that the information given above and on the other side of this proposal is true and no other relevant information has been withheld.
- Dominion is aware of all information that may be material in considering this proposal.
- that this proposal and declaration shall be the basis of and incorporated in the insurance contract between Us and accept the Policy subject to the terms and conditions it contains and agree to pay the premium.
- I/We are not already insured unless stated otherwise.
- I/We will take all reasonable care to prevent loss, damage or injury.

I/We undertake to inform Dominion of any material alteration to the above facts whether occurring before or after the completion of this insurance contract.

I/We authorise Dominion or their Agent to obtain from the police, other insurers or any insurance agent, broker or other party any information relating to this insurance or any other insurance held by myself/Us or any claim made by myself/Us or my/Our credit history.

I/We understand that:

- Dominion is collecting the information on this proposal to evaluate my/Our application for insurance.
- I/We am/are obliged to inform Dominion of any information which may be material to its consideration of this application.
- Failure to provide any of this information or pay the premium may result in Dominion refusing to provide the insurance.
- I/We have read page 1 of this proposal application and have been offered the full policy document to read.

Signed by the proposer 1. _____ Date _____

Print your full name _____

Signed by the proposer 2. _____ Date _____

Print your full name _____

OFFICE USE	TOTAL
A TOTAL PREMIUM	
B COMMON LAW PREMIUM	
C LESS DEDUCTIBLE DISCOUNT	
D TOTAL DEPOSIT PREMIUM	
E PRO RATA PREMIUM	
F TOTAL PREMIUM	
G INSURERS ADMINISTRATION FEE	
H	
I TOTAL A+B+C+D+E+F+G+H = I	

BRANCH	INTERMEDIARY
CLIENT REFERENCE	
REPLACING POLICY NUMBER	POLICY NUMBER