

Proposal Form for Financial Loss Cover

IMPORTANT NOTICES

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984 (Cth)*, 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.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Financial Loss is Claims Made Insurance

Financial Loss coverage is an endorsement to the Policy and this questionnaire is for 'Claims Made' insurance. This means that the endorsement covers you for any claims made against you and notified to the insurer during the period of insurance. The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the period of insurance;
- any claim made against you after the expiry of the period of insurance.

However, the effect of Section 40(3) of the *Insurance Contracts Act 1984 (Cth)* is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the period of insurance, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance.

1. The Insured

Full name of proposed Insured including subsidiaries.

Company Name

ABN

% Input Tax
Credit Entitlement

2. Period of Insurance

From: / / at 4pm Local Standard Time.

To: / / at 4pm Local Standard Time.

3. Limit of Indemnity

\$ _____ any one Claim and in the aggregate during the Period of Insurance.

4. Advice Information

Do you provide any advice or professional service:

(a) In relation to your Products? Yes No
If No, please proceed to question (b).

If Yes, (i) Is it for a fee? Yes No
(ii) Is all verbal advice documented? Yes No
(iii) What is the nature of advice given?

(b) NOT in relation to your Products? Yes No
If No, please proceed to question 5.

If Yes, (i) Is it for a fee? Yes No
(ii) Is all verbal advice documented? Yes No
(iii) What is the nature of advice given?

5. Design, Formula and Specification Information

(a) Do you manufacture Products to your own design, formula or specification? Yes No
If No, please proceed to (b).

If Yes, (i) What proportion of your Product does this represent? _____%
(ii) Are these verified by an external engineer? Yes No

(b) Do you manufacture Products to third party design, formula or specification? Yes No
If No, please proceed to Question (c).

If Yes, what proportion of your Product does this represent? _____%

(c) Do you provide designs, formulae or specifications to third parties? Yes No
If No, please proceed to Question (d).

If Yes, do you charge a fee? Yes No

(d) Do you employ a design team or research and development team? Yes No

If Yes, please advise number of staff and professional qualifications.

(e) Do you currently have, or have you had in the past 5 years, a Professional Indemnity policy? Yes No

6. Claims and/or Loss Experience

- (a) Have you had any insured and/or uninsured claims in the last five years? Yes No
 If Yes, please provide details below:

| Dates | # Claims Reported | Amount paid & outstanding | Applicable Excess | Description |
|------------------------------|-------------------|---------------------------|-------------------|-------------|
| From to | | | | |
| From to | | | | |
| From to | | | | |
| From to | | | | |
| From to | | | | |

- (b) After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above? Yes No

If Yes, please provide details.

- (c) Claims denied for this class of insurance? Yes No

- (d) Is there any additional information or detail of which you are aware and which may assist LIU to better assess the nature of the risk? Yes No

If Yes, please provide details.

Declaration

I declare that to the best of my knowledge and belief the answers given above or documents submitted represent the true position and that I have not withheld any material information from this proposal. I agree that this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.

 Signature(s)

 Date

 Title / Position

PRIVACY NOTICE

We are bound by the Privacy Act and its associated National Privacy Principles when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.