

# Proposal Form

## Commercial Property Owners

### Public & Products Liability Insurance

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's



#### IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM.

This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number.

It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal.

Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

#### Your Duty of Disclosure

Before You enter into an insurance policy, it is Your duty to disclose every matter that You know, or could reasonably be expected to know, to be relevant to the Insurer's decision whether to give You insurance cover and, if so, on what terms.

#### Consequences of Non-Disclosure or Misrepresentation

If You breach Your duty of disclosure; the Insurer(s) may be able to refuse to pay a claim or to cancel Your policy. The same applies where You have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the Insurer(s) may be able to 'avoid' Your policy. This means that the Insurer(s) can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect Your ability to obtain other insurance in the future.

If You are unsure whether some information may be disclosable or not we suggest You call Your insurance broker and seek guidance.

#### Privacy

We are committed to protecting Your privacy. We only use the personal information You provide to us to quote on and insure this risk. We only provide Your personal information to our Insurer(s) and Reinsurers (and their representatives) and those we appoint to assist us with claims under Your policy (ies). We do not trade, rent or sell Your information. Some or all of the Insurer(s) and Reinsurers may be overseas.

If You don't provide us with complete information, we cannot properly quote for Your insurance and we cannot insure You. You can check the information we hold about You at any time. For more information about our Privacy Policy, ask us for a copy. Copies of the Proposal Form should be retained for Your own records.

#### Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

#### Your Legal Liability

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

#### Waiver of Rights

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

#### Risk Survey

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

Broker

Contact Name

Phone

Fax

Email

## Liability Cover Requirements

Period of Cover required from  to

Current Limit of Indemnity \$

Expiring Premium \$

Limit of Liability Required A\$5,000,000  A\$10,000,000  A\$20,000,000 other

## Company Information

Full Name of Insured(s)

ABN

On what date was the Company first established / commenced trading

Interested Party (ies)

Type of Interest. (Eg L/ord, Financier, Local Council, etc)

## Operational Information

### Please advise situation address

Address

	<i>Building Sum Insured</i>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Please advise Tenant's Name and Occupation

  
  
  
  

Please provide details of maintenance regime for these properties.

  
  
  
  

## Other Operational Information

Will you adopt the ASR Underwriting Incident Report Procedures? yes  no

## Additional Information

## HISTORY

**Important: If you are in any doubt refer to your broker to ensure all relevant details are disclosed. Any wrong answer you provide may affect your future claims.**

### Have your or any partner or director:

Been declared bankrupt or had legal proceeding lodged against you? yes  no

Had an insurer that has declined to insure you? yes  no

Had an insurer that has declined to renew your insurance? yes  no

Had an insurer that has imposed special conditions on your insurance? yes  no

Have you within the last 10 years, suffered a claim that would have been covered by this insurance and or claimed for any loss or damage or received any demand or writ for personal injury or damage to property? yes  no

After enquiry, are you or any director or employee aware of or have any grounds for suspecting any circumstances which might give rise to a claim, against you or against any of the present or former directors during the last 10 years? yes  no

*Please provide full details, if any answers to the above questions are Yes.*

With any previous claims, please detail amount paid or reserved, the year and your excess at the time and background information on the claim.

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## Declaration of Your Duty of Disclosure

I confirm that:

I am authorised on behalf of the insured(s) to sign this proposal.

I understand that the duty of disclosure applies to all insured(s). The answers are provided on behalf of all persons/entities comprising the insured(s).

I understand the questions in the proposal.

Whilst some or all of the answers to the questions may not be checked by me I certify they are correct to the best of my knowledge and belief.

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

## CANCELLATION CHARGES

If we have to cancel the policy due to non-payment of the premium we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts.

Within 1 month of inception:	15% of the quoted premium
Within 2 months of inception:	20% of the quoted premium
Within 3 months of inception:	25% of the quoted premium

Thereafter at terms to be agreed with underwriters.

Please note that in the event of a mid-term cancellation request, we shall require a copy of the written notification evidencing the request. In the case of joint or multiple insureds the person notifying cancellation will need to have the required authority.