

Proposal Form

Industrial Special Risks 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

Company Information

Policy Number

Agent Name

Agent Number

Rep Code

Full Name of Insured

Principle Address &
Address for Notices

Business Phone

Private Phone

Mobile Phone

Email

Required Commencement Date of Policy

Commencement Date

Expiry Date

Building Owner (If same as The Insured write AS ABOVE)

Interested Parties / Mortgage / Finance (if any)

Company Name

Address

Description of Business

The Situation of Risk

Construction

Build No 1

Build No 2

Build No 3

Build No 4

Build No 5

Build No 6

SECTION 1 Property Continued

Tenants (Please attach a separate sheet if insufficient space)

Building 1	Building 2	Building 3	Building 4	Building 5

SECTION 2 Consequential Loss

Indemnity Period (as defined in the Policy for Consequential Loss) months

Payroll Limits

(a) Total (100%) Payroll \$ 100% for weeks

(b) Followed By \$ % for weeks

Total Sum Insured \$

Working Expenses

\$ Sum Insured

(a) Gross Profit	<input type="text"/>	<input type="text"/>
(b) Additional increased cost of working	<input type="text"/>	<input type="text"/>
(c)	<input type="text"/>	<input type="text"/>
(d)	<input type="text"/>	<input type="text"/>
(e)	<input type="text"/>	<input type="text"/>
(f)	<input type="text"/>	<input type="text"/>
(g)	<input type="text"/>	<input type="text"/>
(h)	<input type="text"/>	<input type="text"/>

Premium Calculation

		\$ Total Sum Insured	% Rate
Section 1 (Property)		\$ <input type="text"/>	<input type="text"/> %
Section 2 (Consequential Loss)		\$ <input type="text"/>	<input type="text"/> %
	Section 1 Property	Section 2 Consequential Loss	
Premium	<input type="text"/>	<input type="text"/>	<input type="text"/> Construction
FSL	<input type="text"/>	<input type="text"/>	<input type="text"/> Classification
Stamp Duty	<input type="text"/>	<input type="text"/>	Total Premium Payable
Total	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Have you within the last five (5) years:

- Suffered a claim that would have been covered by this insurance? yes no
- Claimed for any loss or damage? yes no
- Received any demand or writ for personal injury or damage to property? yes no
- Been charged with any criminal offence? 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.

Claims Experience Last Five (5) Years

With any previous claims, please detail amount paid or reserved, the year and your excess at the time and background information on the claim. Please attach a separate page in insufficient space is provided.

Date of Loss	Loss Description	Incurred Amount
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

Declaration

1. I/we declare that the sums insured are full value in the knowledge that the 85% Condition of Average will apply if they are not.
2. I/we declare that I/we have not been refused insurance or had special conditions imposed.
3. I/we declare that all of the information supplied is true and correct, and I/we have not withheld any information that would be of value in assessing the risk or assessing the acceptance of this proposal for insurance which is incorporated in and forms part of the policy of insurance.
4. I/we authorize my/our previous insurers to release full details of my/our insurance history to ASR Underwriting Agencies.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contract Act 1984, to disclose to the insurer every matter that you know, or could be reasonably 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 matter 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 his 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 his 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.

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

COMPLETION OF THIS FORM DOES NOT GIVE INSURANCE UNTIL A COVERNOTE OR CERTIFICATE OF INSURANCE HAS BEEN ISSUED