

# Proposal Form

## Shopping Centre Owners & Managers

### Public & Products Liability Insurance



#### 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

## Insured's Details

Name of the Company

Principal Address

Please indicate your business activities

			Revenue (last financial year)
Shopping Centre Owner	yes <input type="checkbox"/>	no <input type="checkbox"/>	\$ <input type="text"/>
Shopping Centre Manager	yes <input type="checkbox"/>	no <input type="checkbox"/>	\$ <input type="text"/>
Other _____	yes <input type="checkbox"/>	no <input type="checkbox"/>	\$ <input type="text"/>

Please advise the following

Name of Shopping Mall

Number of Shops  Age of Building  Average Number of Visitors per day

Capital City yes  no  Population

Name of Centre Manager

Is the Centre Manager full time? yes  no

Are the following independently contracted to you?

Centre Manager yes  no

Cleaning yes  no

Security yes  no

If you provide facilities, please complete the following:

Type of Facility	yes	no	Number of Facilities
Food Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Children's Creche or Play Centre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
After hours services e.g. Cinemas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Other (please describe) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

*Please refer to your insurance broker or agent if you are in any doubt as to the following informatio*

Has any application for this type of insurance been declined or cancelled? yes  no

*If yes, please provide details*

Period of Cover required from  to

Current Limit of Indemnity \$

Expiring Premium \$





## Claims Record

Risk management is very important because it reduces the likelihood of a claim being successfully made against you. In considering the risk from your business, and calculating the premium, your risk management will have a material influence on any terms offered by Marketform.

If you choose to insure with Marketform, Marketform will either arrange for your premises to be surveyed or supply you with a detailed list of the risk management recommendations relevant to causes of many claims made against Shopping Centres and retail shops. To improve your defence against claims, best practice is to apply the risk management recommendations and also maintain and keep a record of your compliance.

Please will you answer the following

Date of Loss	Brief Description	Name of Insurer	Claimed Amount	Reserved and paid amount including costs

If you have any comments on the claims or incidents above, please make them here

## Declaration - Your Duty of Disclosure

Are there any other facts or circumstances which you are aware of and which may affect the Insurers assessment of the risk?

yes  no

If yes please provide full details below

I/we hereby declare that after enquiry all statements and particulars contained in this proposal are true and correct and that no information has been withheld that might increase the risk to Insurers or influence the acceptance of this proposal and should the above alter I/we will advise Insurers as soon as practical.

I/we understand that the failure to disclose any material facts which would influence the acceptance and assessment of the proposal may result in Insurers refusing to provide indemnity or voiding the policy in every respect.

I/we hereby agree and accept that this declaration shall be the basis of the contract between both parties if entered into.

AUTHORISED SIGNATORY

X

Dated

/ /

NAME OF SIGNATORY

Position

*Please remember to attach a copy of the contract you have with cleaning contractors or your staff manual in respect of cleaning*