

## Insurance Proposal Form of the Approved Broker to QCOSS



### Contact Details

Insured Name

Person to contact

Email

Postal address

State

Post Code

Phone No.

Fax No.

Broker

Year Established:

Policy Inception Date:

Number of Volunteers

Number of Paid Workers

ABN Number

Is the Organisation Stamp Duty Exempt?

Yes

No

Website Address:

Is the Organisation an Incorporated Body

Yes

No

If Yes, under what legislation is it incorporated?

List all activities of the organisation, including those involving paid employees & volunteers:



A director, officer or bearer of your NFP in carrying out their normal duties, may receive an allegation of wrongdoing. So too, may paid staff or volunteers as part of daily running of the organisation, for example, when giving advice via the phone, your website or marketing material. That's where this cover helps protect the organisation and individual.

**1. Limits of indemnity – (Association liability policy (Please tick the relevant box for limit of cover required.))**

\$1,000,000       \$2,000,000       \$5,000,000       \$10,000,000

**2. Organisation Details**

(a) Year the organisation was established.

(b) Is the organisation an incorporated body?

Yes       No

If 'yes', under what legislation is it incorporated?

(c) Are you a licensed gaming venue?

Yes       No

(d) Approximate number of members in your organisation.

**3. Staff numbers**

Please state number of:

(a) Paid Employees

*National Office*      *State/Local Office*

(i) Executive staff, secretaries, clerical or technical staff



(ii) All other employees



(b) Volunteers

(i) Office bearers (excluding sub-committees)



(ii) Sub-committee members



**4. Revenue details**

(a) Actual total gross revenue for the last financial year

(b) Estimated total gross revenue for the current financial year

(c) Financial year balance date

**5. Stamp Duty**

(a) Please provide a percentage breakdown of revenue by state or territory (which state do you conduct your activities from?)

%	ACT	%	NSW	%	NT	%	QLD	%	SA
%	TAS	%	VIC	%	WA	%	O/seas	%	<b>TOTAL</b>

(b) Is your organisation exempt from paying stamp duty on insurance policies?

Yes       No

**6. Financial details** *(Please state the value of)*

(a) Total assets

(b) Total liabilities

**7. Does the Association:**

(a) Provide any legal, financial or environmental advice?

Yes  No

(b) Provide any medical treatment, medical advice, scientific or medical research?

Yes  No

(c) Provide any child care services, before or after school care, vacation care, or any other  
Child minding services?

Yes  No

(d) Provide any aviation services (including flight co-ordination,  
flight planning or the piloting of any aircraft)?

Yes  No

(e) Provide any professional services (other than services provided to members)  
that are provided on a "fee for services" basis?

Yes  No

(f) Organise protests, marches, demonstrations or lobby groups?

Yes  No

**(If you have answered 'Yes' to any part of Question 7, please provide full details on a separate sheet, of the type of advice, your qualifications/experience and the income generated from these activities)**



If third parties suffer an injury or property damage as a result of your organisation's activities, we'll ensure your organisation, directors and paid + volunteer workers are protected in the event of a claim.

Limit of Indemnity Required:  
\$10,000,000  \$20,000,000

Number of full time employees:

Number of part time employees:

Number of volunteers

No of Staff

Est. Annual Payroll

Managerial, directors, clerical and sales

\$

Manual Employees

\$

Manufacturing/installation

\$

Other

\$

Estimated funding 2017/2018

Government

\$

Fund Raising

\$

Donations

\$

Other

\$

Total

\$

Is your organisation involved in any regular fund raising activities such as stalls, raffles, sausage sizz.es, etc.?

Yes  No

As an organisation, do you maintain a record of incidents/events that may give rise to a claim against the organisation

Yes  No

If Yes, how long are these records kept

Do you supply alcohol?

Yes  No

(If YES, complete Alcohol questionnaire)

Do you manufacture any products?

Yes  No

If you are involved in any of the following, please complete the relevant section

## Transport

Does your organisation provide transportation of clients throughout the business?

Yes

No

– Go to Overnight Accommodation

If Yes, how often and for what purpose

Is CTP and Comprehensive cover checked for owned or borrowed staff/volunteer vehicles when used for transportation?

Yes

No

Are vehicles owned by the organisation?

Yes

No

If Yes, for what purposes are they used for?

Yes

No

Estimated number of pick-ups on a daily basis?

Yes

No

## Overnight Accommodation

Is overnight accommodation provided?

Yes

No

– Go to "Day Care"

If Yes, please list premises occupied for this purpose as follows:

Location:

Is the premises?

Owned

Leased

Estimated number of people accommodated on a daily basis?

Age of people accommodated

Is there a live-in carer on site?

Yes

No

Does the premise comply with all Government Legislation?

Yes

No

Is there any security at premises?

Yes

No

If Yes, please provide details

If there is more than one premise, please provide details on a separate page for each location.

## Daycare/ Aged Care/Child Care/Before & After School Care/Vacation Care

Is a day-care service provided?

Yes

No

-Go to Museum/Historical Society

Including, but not limited to daycare for the elderly, frail, disabled as well as children  
Before or after school and during vacations.)

Please advise:-

Premises where carried out:

Does premises comply with Government legislation?

Yes

No

Operating hours:

Days open:

Number of people cared for:

Do you provide babysitting/child care?

Yes

No

If Yes, what is age range?

What is carer to child ratio?

Is your child care operation accredited through the  
National Child Care Accreditation Council Inc. or any  
other similar state or national body?

If Yes, provide details.

If there is more than one premises, please provide details as above on separate page for each location.

## Tourist Information Centers/Museum/Historical Society

Does your organisation run a tourist information, museum or historical society?

Yes

No

-Go to Seniors Club

What days do you open?

What are the hours of operation?

For Tourist Bureaus;

How many people operate the centre?

Do you have a café?

Yes

No

How many attendees/visitors do you expect each year?

Do private functions get held at your venue?

Yes

No

If Yes, please advise type of functions, numbers, and attendees.

Does the hirer carry their own insurance?

Yes

No

## Seniors Clubs/Neighborhood Centers

Do you operate a Seniors Club/Neighbourhood Centre?

Yes

No

-Go to Home Visits

If Yes, what facilities/activities do you provide?

What is the estimated weekly attendance?

If there is more than one premise, please provide details as above on separate page for each location.

## Home Visits

Do you conduct Home Visits?

Yes

No

-Go to Food Service

If Yes, estimated home weekly visitations?

What services are generally provided when you visit?

## Food Service

Do you provide a Food Service?

Yes

No

-Go to Support Groups

Estimated food deliveries on a daily basis?

Estimated number of drivers on a daily basis?

## Support Groups, i.e. Land Care, Lobby, Advocacy, Etc.

Are you a Support Group?

Yes

No

-Go to Employment Placement Agencies

If Yes, what support is provided?

How often per week?

How many people operate the centre?

Estimated number of attendees?

## Employment Placement Agencies

Do you place people in employment elsewhere?

Yes

No

- Go to "Care, Custody & Control" section

If Yes, estimated weekly number of placements?

## Care, Custody & Control

Coverage is provided for property (excluding any vehicle which is registered or which is required to be registered) in your physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to you, subject to a maximum indemnity of \$50,000 for any one occurrence.

Do you require an amount in addition to the above limit?

Yes  No

-If No go to "Festivals, Fairs, Dinners, Events" section

If "Yes", please answer questions 1-5

1. What limit of indemnity do you require?

2. What is the total value of such property?

3. What is the maximum value at any one time?

4. Provide brief details of the property

Is the property insured under any other Policy?

Yes  No

If "Yes", please provide details.

## Festivals, Fairs, Dinners, Events

Does your organisation attend any fairs, festivals, etc, to operate a stall?

Yes  No

If Yes, how often.

Is your organisation involved in the arrangement of any major fetes, festivals, fairs, etc with more than 250 attendees?

Yes  No

If Yes, please provide details of the activity, on the attached event questionnaire (located at the rear of this application) per event.

(NB: Only complete for those events, etc you know you are holding until renewal date (1st May). Future events can be covered at a later date)

Do you organise any classes, concerts, dance parties, dinners, conferences, launches, balls, sporting events or other.

Yes  No

If Yes, please provide details of these you know on the attached questionnaire (located at the rear of this application).

(NB: Only complete for those classes, etc you know you are holding. Future classes, etc can be covered at a later date)

Do you maintain a record of incidents/events that may give rise to a claim against the organisation

Yes  No

If Yes, how long are these records kept

Do you supply alcohol?

Yes  No

If Yes, please ensure the attached Alcohol Questionnaire is completed



## Contractual Liability & Hold Harmless Clauses

Coverage for liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality as regards your products, or specifically agreed contracts.

Do you assume liability under contract or hold others harmless (other than lease liability)? (Check the Insurance or Indemnity section of contracts for words such as "hold harmless" or "agree to indemnify").

Yes  No

If "Yes", please provide details and attach copies of all agreements (other than lease liability)

Coverage will be provided only if specifically agreed by the insurer.

## Details of the Business / Premises

1. Do you have representation outside Australia?

Yes  No

If "Yes" where and what is the nature of your representation in such country (eg. domicile employee, power of attorney, branch subsidiary agency etc) ?

2. Location of premises occupied for the purpose of conducting the business

- |    |                                |                                 |
|----|--------------------------------|---------------------------------|
| a) | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased |
| b) | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased |
| c) | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased |
| d) | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased |

3. Location of premises owned BUT not occupied by you for which property owners cover is required

Type of building  
eg. shopping centre, office etc

a)	
a)	
a)	
a)	

4. Do you or does anyone on your behalf operate, manage or own or offer or in any way are connected with any of the following?  
If "Yes", please provide details

- |                                       |                              |                             |
|---------------------------------------|------------------------------|-----------------------------|
| (a) First Aid Facility                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Pressure Vessels                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Car Parks                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Lifts, Escalators, Hoists, Cranes | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Unregistered Vehicles             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Railway e.g. sidings              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## Details of the Business

1. Do you hold the appropriate licences for the respective business activities?  Yes  No

2. Do all staff/volunteers hold the relevant qualifications to perform their duties?  
If Yes, please confirm qualifications  Yes  No

3. Do the organisation have risk management procedures in place?  
If Yes, please provide copy  Yes  No

## Classes, Workshops, Concerts, Camps, Dinners, Lunches, Conferences, Etc

Name of Organisation:

### Classes

Does your organisation hold any classes?  Yes  No

If Yes, what type of classes:

How many classes do you hold annually?

Average number of attendees at the classes:

### Workshops

Does your organisation hold any workshops?  Yes  No

If Yes, what type of workshop:

Number of workshops held annually:

Average number of attendees to the workshop:

## Conferences/Trade Fairs

Does your organisation arrange any conferences or trade fairs?

Yes  No

If Yes, please advise the number of trade fairs or conference:

Location of the conference or trade fair:

Number of people attending the conference or trade fair:

## Concerts

Does your organisation arrange any concerts?

Yes  No

If Yes, please advise the number of concerts:

Location of the concerts:

Estimated attendees at the concert:

## Camps

Does your organisation arrange any camps?

Yes  No

If Yes, please advise the number of camps:

Location of camps:

Estimated number of attendees at the camp:

If the camp involves children, please advise the adult to child ratio:

List all activities that will occur at the camp, ie tennis, archery, etc.

Does the camp maintain their own liability for the site & activities?

Yes  No

## Dinners

Does your organisation arrange any lunches/dinners?

Yes  No

If Yes, how many per year:

Location of lunch/dinners:

Estimated number of attendees:

# Events Questionnaire

Please complete for every major event with more than 250 attendees

Organisation Name:

Event Name, if different

Description of Event/Activities: (Please provide brochures, flyers, etc)

Location of Event/Activities Site:

Date of Event/Activities:

Hours of Operation:

Expected Number of Attendees:

Have you run this event before?

Yes  No

If Yes, how many attended last time this Event was held?

How many Stalls are at the Event?

Do all vendors/exhibitors, contractors, food providers, amusement operators, performers carry their own liability insurance

If Yes, copies of policies and/or certificates of currency must be provided

Yes  No

Are you noted as Principal on the above vendors, etc insurance?

Yes  No

Will alcohol be sold at the event?

If Yes, please complete the Alcohol Declaration attached

Yes  No

Are attendees allowed to bring alcohol to the event?

Yes  No

Will there be entertainment at the event

e.g. opera, jazz, rock, theatre, stilt walkers, etc?

Yes  No

Type

Do performers hold your organisation responsible for injuries suffered?

If Yes, please provide copy of contract

Yes  No

Is there any security at the event?

Yes  No

Internal  External

If Yes, do they hold their own Liability insurance?

Yes  No

Is there medical personnel at the event?

Yes  No

If Yes, what sort, number and qualifications?

Signature

Date

# Alcohol Questionnaire

Name of Organisation:

Name Liquor License is in:

Has your Liquor License ever been suspended or revoked

Yes

No

If Yes, why?

Class of License:

Days Selling Alcohol:

Hours of Alcohol Sales

Are attendees allowed to bring alcohol to your event?

Yes

No

Are under aged people at the event?

Yes

No

Are alcohol sales restricted to a confined space?

Yes

No

Are appropriate "responsible" servers of alcohol notices displayed?

Yes

No

Are volunteers/staff trained in responsible service of alcohol?

Yes

No

Signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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### Business Interruption:

If you have to close your doors due to an unforeseen accident, such as a fire, business interruption insurance will cover loss of gross profit as a result of a claim.



### Property:

Should an item that generally doesn't leave your premise, like a machine or money, get lost, damaged or stolen, you'll be covered under this policy. If certain items do need to leave the premises, we can ensure they're covered too.

#### Property – Please complete below

Is Property Cover required?  Yes  No

Address

**Sums Insured by Location**  
 (If more than 1 location, please attach separate page)

#### Fire & Perils – Building (Replacement Value)

##### Construction of Building

- Floor
- Walls
- Roof

#### Fire & Perils – Contents (Replacement Value)

##### What Fire Protection do you have?

- Security Fencing
- Deadlocks on doors
- If No, what type of locks?
- Are key locks fitted to windows?
- Is your premises situated in an area connected to town water?
- Are there bars on the windows?

 Yes  No Yes  No Yes  No Yes  No Yes  No

#### Consequential Loss/Business Interruption

Burglary (requires forcible/violent entry)

Theft

Money in Transit/on Premises etc.

Glass (Replacement)

Yes  No

\$

Machinery Breakdown (Replacement Value)  
Please tick if excess level required

Yes  No

\$

Deterioration of Stock (Commencing at \$2,000)

\$

Computer & Electronic Breakdown (Replacement Value)  
Please tick if excess level required

Yes  No

\$

Reinstate of Electronic Data  
Please tick if excess level required

Yes  No

**Portable equipment insured anywhere in Australia.**  
A list and value of items that will need to be covered:

Yes  No

## Employee Dishonesty

– Please complete questionnaire

Is Employee Dishonesty cover required

Yes  No

Sum Insured Required – (Please Tick One)

\$10,000 and in the aggregate limit \$10,000  \$10,000 and in the aggregate limit \$20,000  \$20,000 and in the aggregate limit \$20,000

Other

\$

Classification of Employees

No. of Employees

(a) Employees having a responsibility for money or negotiable instruments stock and/or accounts

Class 1: Executives, officials and employees other than those referred to in Classes 2 and 3.

Class 2: Executives, officials and employees primarily engaged in duties as cashiers, treasurers, paymasters, accountants handling money or negotiable instruments. Indoor sales staff handling money or negotiable instruments. Stock and store supervisors.

Class 3: Employees engaged in outdoors handling money or negotiable instruments. Employees primarily engaged in the delivery of goods.

(b) All other employees not having responsibility for money or negotiable instruments, stock and/or accountants (e.g. typists, office staff not included in (a), factory hands, labourers, mechanics and the like).

# Operations and Audit Details

## 1. Number of Locations

(a) Australia

(b) Overseas

2. Do external auditors audit all operations at least annually?

Yes  No

3. Is there an internal audit department?

Yes  No

4. Are there established audit cycles for all operations at least annually?

Yes  No

5. Do Internal Auditors audit all operations at least annually?

Yes  No

6. Are duties segregated so that no individual can control any of the following activities from commencement to completion without referral to others?

Yes  No

(a) Signing cheques or authorising payments (including capital expenditure) above \$2,000.

Yes  No

(b) Issuing funds transfer instructions.

Yes  No

(c) Amending funds transfer procedures.

Yes  No

(d) Opening new bank accounts

Yes  No

(e) Investment in and custody of securities and valuables (including bank cheques, travellers cheques, bills of exchange and the like).

Yes  No

(f) Refund of moneys or return of goods above \$2,000.

Yes  No

(g) Disbursements of assets of any superannuation fund.

Yes  No

(h) Awarding contracts following tender.

Yes  No

7. Is there controlled access to all locations?

Yes  No

8. Are all premises containing stock, money, securities, precious metals etc. connected to an intruder alarm?

Yes  No

9. Is an independent physical count of stock, raw materials, work in progress, and finished goods undertaken at least quarterly and is this count reconciled against stock records?

Yes  No

10. Are unique passwords used to give various levels of entry to the computer depending on user's authorisation?

Yes  No

11. Has any insurer declined a proposal, imposed any special terms, cancelled or refused to renew a Crime of Fidelity Insurance Policy for this client?

Yes  No

12. At least monthly:-

(a) Are cash book entries and other records of monies received, checked and examined against Bank Statements, Receipt Counterfoils, Vouchers and supporting documents.

Yes  No

(b) Is any balance in hand tested independently of the persons making the cash book entries for Bank deposits?

Yes  No

(c) Is cash in hand, including petty cash, and unpaid wages, independently checked?

Yes  No

13. Are all wage lists prepared and checked independently of persons who handle wages.

Yes  No





While carrying out work on behalf of your organisation, should a volunteer injure themselves, no matter their age, our personal accident cover will protect your organisation if there is a claim.

Is Volunteer Personal Accident required?

Yes  No

Death & Capital Benefit and Weekly Benefit, please select one of the following limits

**Death & Capital Benefit**

**Weekly Benefit**

\$ 25,000	\$ 500
\$ 30,000	\$ 600
\$ 35,000	\$ 700
\$ 40,000	\$ 800
\$ 45,000	\$ 900
\$ 50,000	\$ 1,000
\$ 100,000	\$ 500
Higher level on application \$	\$

**Definitions**

*Death & Capital is the limit or proportion of limit paid if a volunteer becomes permanently disabled or injury results in death.*

*Weekly Benefit 104 weeks, the weekly benefit is payable when volunteers income earned elsewhere is lost.*

Number of indoor only volunteers

Number of indoor/outdoor volunteers

Number of volunteers undertaking hazardous activities



### Motor vehicles - owned:

Cover protecting your organisation's (incl. leased) vehicles. Damage to 3rd party vehicles and 3rd party property is also covered.

Is Motor Comprehensive cover required?

Yes  No

(If more than one vehicle, please complete for each vehicle)

Year	<input type="text"/>
Model	<input type="text"/>
Make	<input type="text"/>
Registration No.	<input type="text"/>
Sum Insured (including all amendments, i.e. wheelchair hoists, etc.)	<input type="text"/>



### Motor vehicles – non-owned:

This covers loss of excess, no claim bonus and hire costs for vehicles not owned by your organisation (such as volunteer-owned vehicles) but being used on behalf of the organisation.

Is Motor Non-Owner cover required?

Yes  No

Number of volunteers vehicles used on Organisations business

Number of staff vehicles used on organisation's business

Please tick level of benefit required

<input type="text"/>
<input type="text"/>

Option A - \$1,500 Deductible  
Car Hire \$500 per week and up  
to \$2,000 any one claim

Option B - \$1,500 Deductible  
Car Hire \$1000 per week and up  
to \$5,000 any one claim

## Claims & Important Disclosure Notices

Have you ever made an insurance claim or suffered an uninsured loss for this class of insurance in the past 7 years?

Yes  No

If Yes, please provide full details of the claim, date of loss, insurer, amount paid.

Has any insurer declined a proposal form from you or cancelled or refused to renew your policy or imposed special terms?

Yes  No

If Yes, please provide details, including name of insurer and reason

Have any claims ever been made against the office bearers, executive staff, sub-committee members or organisation during the past five years?

Yes  No

Are you aware, after enquiry, of any circumstances which may result in any claim against the office bearers, executive staff, sub-committee members, employees or organisation?

Yes  No

Have any losses been incurred by the office bearers or organisation which could have been the subject of claims under an Association Liability policy had it been in force?

Yes  No

Have any losses been incurred by the office bearers or organisation which could have been the subject of claims under a public / Products liability policy had it been in force?

Yes  No

Has any insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance?

Yes  No

# Notice to the proposed insured

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4, 5 and 6 be brought to your attention before you complete this proposal form.

## 5. Disclosure of relevant facts

### Your duty of disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

### Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

## 6. Claims made and notified policy

This proposal is for a claims "made and notified" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such date is specified);
- claims made after the expiry of the period of cover even through the event giving rise to the claim may have occurred during the period of cover.
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the period of cover or any previous proposal form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the

expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of Run-Off cover is essential.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

## 7. Broker acting as agent of insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurer and the broker will be effecting the contract as agent of the Insurer and not the Insured.

## 8. Claims notification

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf. If you become aware of a claim or of circumstances and you do not notify them during the policy period, you could be left uninsured or facing a reduced payout from your insurer in respect of that claim or any future related claim.

## 9. Average provision

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim. The insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

## 10. Subrogation agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss of damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

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### Aon's Privacy Statement

Aon has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

If you would like a copy of our Privacy policy, or wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon contact or access our website – [www.aon.com.au](http://www.aon.com.au)

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## IMPORTANT NOTICES

As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.

### Binder

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

### General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms (where provided).

### Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

### Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

### Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

### Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

### Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

### Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at [www.aon.com.au](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: [privacyofficer@eon.com.au](mailto:privacyofficer@eon.com.au)

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

## Other

Where your policy contains the following terms and conditions, the following apply:

### Claims Made

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

### Occurrence Basis

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

### Average or co-insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

### Non Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

## Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

## Financial Services Guide

Please take the time to read our Financial Services Guide carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

## Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

## Waiver of rights

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into a contract which might limit your right against another contracting person, please let us know immediately.

## Sanctions

Aon will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

## Regular Review of Sums Insured/Declared Values

It is very important that you regularly review the sums insured and/or declared values for assets covered by your insurance policies to ensure that, if you suffer a loss, you receive adequate compensation. Products such as Property Insurance often provide for settlement on a "replacement" or "reinstatement" basis. You need to make sure that sums insured and/or declared values are sufficiently increased over time to ensure that they accurately reflect the estimated replacement or reinstatement costs which might be incurred as a result of the loss.

The sum insured/declared value of each insured asset should be calculated on the estimated replacement cost (new for old) including the cost for removal of debris and any additional costs that may be required to replace the damaged property. This also prevents the Insurer from penalising you for not adequately insuring the property.

Conversely, products such as motor vehicle policies commonly insure vehicles on the basis of “the sum insured or market value, whichever is the lesser”. This means that the sums insured and/or declared values of any vehicles or other assets which depreciate over time should be appropriately reduced to reflect its current value. This also ensures that you are paying the appropriate premium for insuring the asset.

If you have any questions about this, please speak with your Aon representative.

**Declaration and Signature**

I / We hereby acknowledge that I / we have complied with the duty of disclosure which is stated above. I / We confirm that the answers and statements in this proposal are correct and that no information has been withheld which may affect your decision to accept this proposal or the terms of the proposed Policy.

Signature

Date

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