



# ARTISAN<sup>®</sup>

UNDERWRITING





## Important Notice

### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about

### If you do not tell us anything

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

### Claims made policy

The Policy is issued on a claims made and notified basis. This means that the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to us during the Period of Insurance. Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

### Retroactive date

The proposed insurance may be limited by a Retroactive Date. If so, the policy will not cover any claims or circumstances arising from any events, services, activities, errors or omissions or conduct prior to the Retroactive Date.

### Subrogation

Where you have prejudiced Artisan Underwriting Pty Ltd (including its Insurers or underwriters) rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

### Privacy Notice

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information in a responsible way. We will abide by the Privacy Act 1988 (Cth) (the 'Act') including the Australian Privacy Principles which are set out in the Act. We have developed a Privacy Policy that sets out how we collect, store, use and disclose your personal information. Please refer to our website below for a copy of our Privacy Policy.

[www.artisanuw.com.au](http://www.artisanuw.com.au)



(b) Confirm assets and liabilities as stated in the latest annual report and accounts of the company.

|                    |    |                         |    |
|--------------------|----|-------------------------|----|
| Current Assets     | \$ | Current Liabilities     | \$ |
| Non-Current Assets | \$ | Non-Current Liabilities | \$ |

(c) Has there been any material change in the financial position, capital structure or operation of the Company since it's last audited financial report?

No  Yes

(d) Are any of the Insured Persons aware of facts od circumstances that might affect the ability of the Company to meet all it's debts as and when they fall due?

No  Yes  If Yes, please provide details:

## 5. EMPLOYMENT

(a) Please confirm Employees, Members and Volunteers of the Association;

| Total Number of Employees and Volunteers and Members |           |            |         |
|--|-----------|------------|---------|
| Please state number of:                              | Employees | Volunteers | Members |
|  |           |            |         |

(b) How many employees earn over \$100,000?

(c) How many employees or directors have left the Company in the last 12 months?

(i) Number of Directors

(ii) Number of Employees

(d) Has the Company had any retrenchments in the last 12 months?

No  Yes

(e) Does the Company anticipate any retrenchments in the next 12 months?

No  Yes  If you answered yes to e) or f), please provide details

6. Is the Insured aware of any changes in activity, services or structure that will occur in the coming next 12 months?

No  Yes  If Yes, please provide details:

7. Please list all professional services provided and allocate an approximate percentage of the Insureds income for each.

(i) Activities Performed (include all activities and services)

|  |   |
|--|---|
|  | % |
|  | % |
|  | % |

## 8. Financial Position

a. Has there been any material change in the financial position, capital structure or operation of the Association since it's last audited financial report? No  Yes

b. Are any of the Insured Persons aware of facts or circumstances that might affect the ability of the Association to meet all its debts as and when they fall due? No  Yes

If Yes to either of the above, please provide details:



## PART D – CLAIMS AND CIRCUMSTANCE DISCLOSURE

**Important:** Reference to "Association" includes all of its past and current subsidiaries or related entities. Reference to "Insured Person" means any past or present Director, Partner, Principal or Officer.

### 9. After full enquiry

a. Has any claim (including regulatory, civil or criminal proceeding) ever been made or brought against the Insured (including its subsidiaries) or Insured Persons (whether as Insured Persons of the Insured (or its subsidiaries) or any other entity)? No  Yes

b. Is the Insured and Insured Persons aware of any circumstance or incident which may give rise to a claim against the Insured, its partners/principals/directors, subsidiaries or employees or any other claim or circumstance which is covered under this Policy? No  Yes

If Yes to either A or B above, please provide full details (including background, allegation, costs incurred/reserved) and provide supporting documentation with this proposal.

**Important: Any claims or allegations in connection with any facts, circumstances or situations with regards to Section D (Claims and Circumstances Disclosure), whether disclosed or not, are excluded from this proposed coverage.**



## PART E – DECLARATION

Please Note: Signing the Declaration does not bind either the proposed Insured or the Insurer to execute this or any insurance whatsoever.

By signing this Declaration, the Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the Insured confirms that the statements and particulars given in this proposal are true, accurate and complete and that no material facts have been omitted, misstated or suppressed. The Insured agrees that if any of the information changes between the date of this proposal and the inception date of the insurance to which this proposal relates, the Insured will give immediate notice thereof to the Artisan Underwriting Pty Ltd (Artisan).

The Insured acknowledges receipt of the Important Notice, Privacy Notice and Duty of Disclosure information contained in this proposal and confirms they have read and understood the content of them. The Insured consents to Artisan Underwriting Pty Ltd collecting, using and disclosing personal information as set out in Artisan's Privacy Notice in this proposal and the policy.

If the Insured has provided or will provide information to Artisan about any other individuals, the Insured confirms that they are authorized to disclose the other individual's personal information to Artisan and give the above consent on their behalf.

The signatory below confirms that they are authorized by the Insured (and its subsidiaries, previous businesses, partners/principals/directors if applicable) to complete this proposal form and to accept quotation terms for this insurance on behalf of the Insureds (and its subsidiaries, previous businesses, partners/principals/directors) behalf.

|                                    |     |
|------------------------------------|-----|
| Signed                             |     |
| Name of Partner(s) or Director (s) |     |
| On behalf of                       |     |
| Date                               | / / |



**ARTISAN**  
UNDERWRITING