





## 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.

- 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)



## Section 1 - Details of applicant

1. Please provide responses to all of the below fields:

Insured Name	
Address of head office	
Telephone	
Mobile	
Website Address	
Date established (dd/mm/yy)	/ /
Country State of Registration	
Company Numbe	
Address of all other locations (if any) from which the Insured operates	



## Section 2 - History of the company

2. Please provide a response to all of the following questions:

a) Has the Company made any acquisitions, merger, divestments, pending or under consideration, and/or planning any material capital raisings within the next twelve months?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) Is the Company involved in any business activities in the USA and Canada?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c) Does any shareholder own more than 50% of the Company's Ordinary Share Capital?	Yes <input type="checkbox"/> No <input type="checkbox"/>



## Section 3 - Financial information

3. Please provide the Company's Gross Consolidated Turnover (based on the average last 2 years):

AUD\$

4. In the past 3 years, has there been (or is there now proposed) any change in the financial position or capital structure that may materially affect the financial performance of the company?
- No ☐ Yes ☐
5. Is any Director or Officer of the Company aware of any facts or circumstances that may affect the ability of the Company to meet its debts as and when they fall due?
- No ☐ Yes ☐ If YES, to either of the above please provide full details and attach separately.

The policy contains an Insolvency Exclusion. On receipt and review of audited financial statements we can consider removing this exclusion

6. Do you have a current Management Liability Insurance Policy in place?
- No ☐ Yes ☐ If YES, please provide full details:

a. Name of the Insurer	
b. Limit of Indemnity	
c. Deductible	
d. Expiry Date of the Policy	
e. Retroactive Date	



## Section 4 - Outside directorship

7. Do any of the Directors or Officers of the Company hold (at the specific request of the Company) any Board positions on other entities?
- No ☐ Yes ☐ If YES, please provide such entities:

Other Entity	Company's Shareholding in Other Entity	Limit of Other Entity's D&O Policy	Expiry Date
			/ /
			/ /
			/ /



## Section 5 - Employment Practices Liability

8. Please advise total number of

Employees

No. of retrenchments in the last twelve (12) months:

9. Does the Company have written employment procedures (e.g. Employee Handbook) that are available to each employee?

No ☐ Yes ☐



## Section 6 - Employee theft

10. Does the company segregate duties so that no one individual can control any of the following activities from commencement to completion without referral to others (ie Financial Controllers, Directors):

No ☐ Yes ☐

a. Signing cheques, preparing cheque requisitions, reconciling bank statements or issuing funds transfer instructions above \$5,000 or authorising payments above \$1,000?

No ☐ Yes ☐

b. Refund of Monies or return of goods above \$5,000?

No ☐ Yes ☐

11. there an annual independent physical count of stock that is reconciled against inventory records?

No ☐ Yes ☐



## Section 7 - Claims information/circumstances

12. After enquiry, is the proposed Insured aware of any facts or circumstances which might afford valid grounds for any future claim(s) or which would indicate the probability of any such claim(s)?

No ☐ Yes ☐

13. Within the last three years, has the proposed Insured been the subject of any complaint, suit, inquiry or notice of a hearing from any regulatory body, or any other party?

No ☐ Yes ☐

14. Within the last three years, has the proposed Insured discovered any losses from employee dishonesty, burglary, robbery, disappearances, destruction or forgery?

No ☐ Yes ☐

15. Has the proposed Insured been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which it has applied?

No ☐ Yes ☐ If YES, to any of the above, please provide full details:



## Section 8 - Indemnity limit

16. After enquiry, is the proposed Insured aware of any facts or circumstances which might afford valid grounds for any future claim(s) or which would indicate the probability of any such claim(s)?

No ☐ Yes ☐

17. Please confirm indemnity limit required

☐ \$ 1,000,000

☐ \$ 2,000,000

☐ \$ 5,000,000

☐ \$ 10,000,000

Other



## Part D – 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 authorised 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 authorised 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	/ /



