

MANAGEMENT LIABILITY INSURANCE PROPOSAL FORM

IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL

A. 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 something

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.

B. Claims Made and Notified Policy

This proposal form is for Insurance on a "Claims made and Notified" basis. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. It does not provide cover for:

- claims arising from an event which occurred before the policy's "retroactive date" where such a date is specified in the schedule;
- claims made after the period of cover expires (even where the event giving rise to the claim occurred during the period of cover);
- claims made, threatened or intimated before the period of cover commenced;
- claims arising from facts or circumstances of which you first became aware before commencement of the policy and which you knew or ought reasonably to have known, had the potential to give rise to a claim under the policy of any previous policy;
- claims arising from circumstances noted on the proposal form or any previous proposal form.

C. Subrogation Agreements

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

D. Privacy

Berkley Insurance Australia seeks at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

Disclosure of Information that you provide to us

Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Berkley Insurance Australia and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- That the information has been collected in accordance with the Privacy Act 1988.
- That we are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing

We do not disclose personal information that we collect to a third party for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.

Cross Border

We will share your personal information with the Berkley group of companies. Our data containing your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless we have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website www.berkleyinaus.com.au, or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed at the back of this form or alternatively send an email to austrialiaclaims@berkleyinaus.com.au.

SECTION 1 – DETAILS OF THE PROPOSER

Please note: the entity must be “Pty Ltd”, “Limited by Guarantee” or “Incorporated” to qualify for Management Liability.

a) Full Name of Company (including any trading names)	
b) Principal address of company:	
c) Website address:	
d) ABN:	
e) Contact Person and email address:	
f) Country of Registration:	
g) Date of Incorporation	

SECTION 2 – DESCRIPTION OF OPERATIONS

a) Describe the Company’s business activities:

b) Does the company have any overseas operations?

No ☐ Yes ☒

If yes, please provide full details including the country, nature of work undertaken and income derived:

SECTION 3 – FINANCIAL INFORMATION

a) Most recent annual turnover:	
b) Are there any facts or circumstances which may affect the ability of the Company to meet its debts as and when they fall due?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
c) Have there been (in the last 24 months) or are there proposed, any changes to the capital structure which may materially affect the performance of the company?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>

If you answered “YES” above, please provide full details

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The policy contains an Insolvency Exclusion, however, may consider removing this on receipt and review of the last annual financial statements.

SECTION 4 – EMPLOYMENT PRACTICES

- a) Number of Directors: b) Number of Employees:
- c) How many employees earn over \$100,000?
- d) Has the Company had any retrenchments in the last 12 months or do they anticipate any in the next 12 months? No ☐ Yes ☐
- e) Does the Company have written employment procedures (eg. Employee Handbook) that are given to each employee? No ☐ Yes ☐


SECTION 5 – LOCATION OF EMPLOYEES (PERCENTAGE SPLIT FOR STAMP DUTY CALCULATIONS)

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%

SECTION 6 – FRAUD CONTROLS

- a) Is there an annual audit of the Company's accounts? No ☐ Yes ☐
- b) Is there an annual independent count of physical stock against inventory records? No ☐ Yes ☐
- c) Are countersignatures required on all cheques? No ☐ Yes ☐
- d) Does the Company segregate duties so that no one person can control any of the following activities from commencement to completion without referral to others (ie. Financial Controller, Directors)? No ☐ Yes ☐
- i. Signing cheques, preparing cheque requisitions or reconciling bank statements No ☐ Yes ☐
- ii. Issuing funds transfer instructions above \$5,000 No ☐ Yes ☐
- iii. Refund of monies or return of goods above \$5,000 No ☐ Yes ☐
- e) Is there controlled access to all locations / computer terminals? No ☐ Yes ☐

SECTION 7 – INTERNET LIABILITY (OPTIONAL)

- a) Does the Company have a website? No ☐ Yes ☐ 
- If yes, please provide the website address(es) www.
www.
www.
- b) Does the Company have a privacy policy posted on all of its websites? No ☐ Yes ☐
- c) Does the Company review and approve all content prior to it being uploaded to the website? No ☐ Yes ☐
- d) Does the Company's website contain a blog or chatroom? No ☐ Yes ☐

SECTION 8 – LOSS AND INSURANCE HISTORY

Please consult your insurance broker if you are unsure how to answer these questions or what the proposed insurance policy covers.

- a) Has the Company or any person proposed for cover suffered any loss which would have been covered under the proposed policy? No ☐ Yes ☐
- b) Is the Company or any person proposed for cover aware of any facts, circumstances, acts or omissions which may give rise to any future claims under the proposed policy? No ☐ Yes ☐
- c) During the last three years, has the Company or any person proposed for cover been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or federal regulatory body, or any other party? No ☐ Yes ☐
- d) Has the Company or any person proposed for cover ever been refused, had cancelled or non-renewed any similar insurance cover? No ☐ Yes ☐

If you have answered yes to the above, please provide full details:

SECTION 9 – LIMIT OF INDEMNITY

- a) Does the company currently buy Management Liability Insurance? No ☐ Yes ☐

Current limit:	\$
Current Insurer:	
Please indicate the limit of indemnity required:	\$

DECLARATION

I declare that I am authorised to complete this Replacement Policy Proposal Form (Proposal) on behalf of the Company and that to the best of my knowledge and belief the statements and particulars in this Proposal are true and correct and no material facts have been omitted or misrepresented. I undertake to inform Berkley Insurance Australia (BIA) of any change to any material fact which occurs before any insurance based on this Proposal is entered into.

Date

Name of authorised individual/partner/principal/director

Signature of authorised individual/partner/principal/director

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