

ML + Management Liability Proposal Form

IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the Policy.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the Policy and/or reduce our liability under the Policy in respect of a claim. If fraud is involved, we may treat the Policy as if it never existed, and pay nothing.

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984

“Claims made and notified” general information

The information under this heading is provided for general information purposes only and does not:

- form part of the Policy.
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in the Policy wording operate on a “Claims made and notified” basis, which means that they:

- cover claims made against the relevant Insured and notified to us in writing during the Period of Insurance.

- do not provide cover in relation to:
 - claims made against an Insured after the expiry of the Period of Insurance even though the event giving rise to the claim may have occurred during the Period of Insurance (unless specified otherwise);
 - claims made against an Insured 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 an Insured prior to the commencement of the Period of Insurance;
 - facts or circumstances of which an Insured first became aware prior to the Period of Insurance, and which they knew or ought reasonably to have known had the potential to give rise to a claim under the Policy;
 - claims arising out of circumstances noted on the proposal for the current Period of Insurance or on any previous proposal form;
 - claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to or was pending before the commencement of the Period of Insurance.

If the Insured gives notice in writing to Us of any facts that might give rise to a Claim against them as soon as reasonably practicable after they become aware of those facts but before the expiry of the Period of Insurance, they may have rights under Section 40(3) of the Insurance Contracts Act 1984 (the Act) to be indemnified in respect of any claim subsequently made against them arising from those facts, notwithstanding that the Claim is made after the expiry of the Period of Insurance. Such rights arise under the Act only. The terms of the Policy and the effect of the Policy is that the Insured is not covered for claims made against them after the expiry of the Period of Insurance unless specified otherwise.

Utmost good faith

The Policy is based on the utmost good faith requiring us and the proposer/insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984.

NOTICES

We will send all notices in relation to the Policy to:

- the Named Insured's nominated insurance intermediary until we receive written notice to the contrary from the Named Insured;
- or
- if there is no nominated intermediary, the Named Insured, acting on behalf of all Insureds.

WHAT DO I DO IF I HAVE A COMPLAINT?

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact us in the first instance:

The Complaints Manager,
Arch Underwriting at Lloyd's (Australia) Pty Ltd
Level 10, 155 Clarence Street,
Sydney NSW 2000

Telephone: (02) 8284 8400
Email: complaints@archinsurance.com.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you

RIGHTS OF OTHER PARTIES

Save as provided under the Insurance Contracts Act 1984, no other party except the you or the Applicant shall be entitled to make a claim or enforce any term of this Policy.

CONFIDENTIALITY

You and the Applicant agree not to disclose the terms, conditions, exclusions or limits of indemnity of the Policy or the amount of premium paid to any third party, except to the extent that you or the Applicant is required to do so by law, or unless we give our prior written consent to such disclosure.

RENEWAL PROCEDURE

Before the Policy expires we will advise you/the Applicant via their intermediary, or the Policyholder, whether we intend to offer renewal and if so on what terms.

This advice also applies for any offer of renewal we may make, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to satisfy yourselves that the details are correct. In particular, check the maximum Limit(s) of Indemnity (Sub Limit(s) of Indemnity) and Additional Limits of Indemnity amounts and Retention(s) applicable, and to ensure the levels of cover are appropriate.

Please note that you/the Insured need to comply with the duty of disclosure before each renewal.

PRIVACY STATEMENT

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website www.archinsurance.com.au. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website www.archinsurance.com.au or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

Privacy complaints: We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,
Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney NSW 2000

or email complaints@archinsurance.com.au

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

Your Choices: By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

This Proposal must be completed by clearly printing in ink by a Director or Executive Officer of the Applicant. All Questions must be answered to enable a quotation to be given. The completion and signature of this Proposal does not bind the proposers or us to complete or enter into a Policy

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form. The questions in this Proposal will enable us to quote in most instances.

APPLICANT OR ORGANISATION DETAILS

1. (a) Name of Insured

(b) ABN

2. (a) Name of Company(s) to be insured (referred to as the Applicant in this proposal)

(b) Date the Applicant was established

(c) Are you registered for GST Purposes?

Yes

No

3. (a) Principal Address

(b) Website

4. (a) Principal Business Description of the Applicant

(b) Is the Applicant:

- Public Unlisted Public Listed
 Unlisted Private
 Limited by guarantee Government
 Non-Profit Organisation
 Other, please Specify:

(c)

Prior Financial year ending

/ / 20__

Current Financial year ending

/ / 20__

Annual Turnover

Total Current Assets

Total Non-Current Assets

Total Current Liabilities

Total Non-Current Liabilities

Profit or (Loss)

Note: In order to provide Insolvency coverage we will require a copy of the Applicants latest consolidated audited financial statements

5. Are the Directors of Officers of the Applicant aware of any facts or circumstances that might affect the ability of the Applicant to meet all its debts as and when they fall due?

Yes

No

6. Please list all subsidiaries with a brief description of their business activities

7. Does another entity own 50% or more of the Applicant's share capital?

Yes

No

If YES, please provide details;

8. Does the Applicant anticipate any merger, acquisition, divestment or private or public offering of securities within the next twelve 12 months? Yes No
If YES, please provide details:

9. Please list those subsidiaries located outside of Australia that are owned (wholly or in part) together with the Applicant's percentage interest in each:

Subsidiary	Applicant Percentage %

10. Does the Applicant or its Subsidiaries conduct business in the United States of America? Yes No
* If YES, please complete and attach a North American Addendum.

11. Outside Directorships

- (a) List all present Directors and/or Officers who hold or have held outside directorships solely for the purpose of representing the Applicant for which coverage is required:

Name	Name of Insured/Companies

- (b) Provide details of any existing coverage carried by the above Applicant/Companies:
(Note: Annual Reports may be required for them)

COVERAGE SECTION 3 – EMPLOYMENT PRACTICES LIABILITY DETAILS

12. Please state the number of Employees (including Directors & Officers)

Full Time	
Part Time	
Casual, Contractors and/or Volunteers	
TOTAL	

13. How many Employees have left the Applicant in the last twelve (12) months?

14. Does the Applicant anticipate any retrenchments or layoffs within the next twelve (12) months? Yes No
If YES, how many?

15. (a) Does the Applicant have written employment procedures (e.g. Employee Handbook) that are made available to each employee? Yes No

- (b) Are all Employees engaged under a written contract of employment?
If NO to 15 (a) and/or (b) please explain Yes No

16. (a) Does the Applicant maintain an Employment Practices Compliance Program? Yes No

- (b) If NO, are the Applicant, its Directors, Officers and Employees aware of the general legal situation which applies under legislation regulating employment practices? Yes No

COVERAGE SECTION 4 – STATUTORY LIABILITY

17. Does the Applicant have the following in place:

- (a) A risk and safety management system (this would include but not be limited to procedures for Work Health and Safety and Environmental Protection)? Yes No

- (b) A safety management system that complies with AS/NZS 4801? Yes No

(c) Systems that recognise contractors, volunteers, work experience students and labour hire employees as workers including training and induction of all employees at the commencement of their employment with the Applicant?	<input type="radio"/> Yes	<input type="radio"/> No
(d) An audit program of its risk and safety management system to ensure it remains effective and up to date in managing health and safety risks in the workplace?	<input type="radio"/> Yes	<input type="radio"/> No
(e) Engage in any hazardous materials? If YES, are there effective hazard and incident reporting procedures in use?	<input type="radio"/> Yes	<input type="radio"/> No
(f) Procedures in place to identify and notify officers of their duty under WHS laws?	<input type="radio"/> Yes	<input type="radio"/> No

Any further information relevant to your WHS obligations – please comment:

Please note if the Applicant is involved Construction, Transport and/or Mining a Statutory Liability addendum is required.

COVERAGE SECTION 5 – CRIME

18. Does the Applicant complete an employment check prior to hiring new staff?	<input type="radio"/> Yes	<input type="radio"/> No
If YES:		
(a) Did it include a criminal history check?	<input type="radio"/> Yes	<input type="radio"/> No
(b) Did it include a reference check with prior employers?	<input type="radio"/> Yes	<input type="radio"/> No
(c) Did it include a Credit check?	<input type="radio"/> Yes	<input type="radio"/> No
(d) Did it include a verification of identification?	<input type="radio"/> Yes	<input type="radio"/> No
19. (a) Is a regular independent physical count of stock, raw materials, work in progress and finished goods undertaken, and is this reconciled against stock levels?	<input type="radio"/> Yes	<input type="radio"/> No
(b) Is the inventory check reconciled against inventory records by a person who is not the sole person performing the inventory check?	<input type="radio"/> Yes	<input type="radio"/> No

If YES were any discrepancies identified? If NO, please give detail what steps are taken to mitigate this exposure

20. Are bank statements independently reconciled by persons not authorised to deposit/withdraw funds or to issue funds transfer instructions?	<input type="radio"/> Yes	<input type="radio"/> No
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If NO, please give detail what steps are taken to mitigate this exposure

21. Are the following operations always segregated so that no one person can control any function without referral?		
(a) Signing cheques or authorising payments (above \$1,000)	<input type="radio"/> Yes	<input type="radio"/> No
(b) Completing electronic fund transfers	<input type="radio"/> Yes	<input type="radio"/> No
(c) Opening new bank or supplier accounts	<input type="radio"/> Yes	<input type="radio"/> No
(d) Issuing refund of moneys or goods/stock returns (above \$1,000)	<input type="radio"/> Yes	<input type="radio"/> No

If No, please provide details

COVERATE SECTION 5 OPTIONAL EXTENSION – SOCIAL ENGINEERING FRAUD

22. Does a Social Engineering Fraud Risk Management strategy exist and has the Applicant informed and alerted relevant staff at all locations of Social Engineering Fraud?	<input type="radio"/> Yes	<input type="radio"/> No
23. Does the Applicant's email server and/or internet service provider (ISP) use any authentication methods at all locations?	<input type="radio"/> Yes	<input type="radio"/> No

If YES, please provide details:

24. Does the Applicant verify new customer or supplier bank account information (including names, addresses and bank account number) prior to initiating any financial transaction with third parties? (such suppliers or customers)	<input type="radio"/> Yes	<input type="radio"/> No
25. Does the Applicant have call back procedures with customers or suppliers to authenticate any fund transfer instructions greater than \$20,000 prior to transfer?	<input type="radio"/> Yes	<input type="radio"/> No
26. Does the Applicant upon receipt of any email requests to change supplier or customer bank account (including account number, email address names, addresses and bank routing numbers);		
(a) Have direct call back procedures in place (i.e. other than responding via email) to the contact phone number in place prior to receipt of the change request?	<input type="radio"/> Yes	<input type="radio"/> No
(b) Require internal dual signoff from a supervisor or authorised person prior to initiating the change request?	<input type="radio"/> Yes	<input type="radio"/> No

CLAIMS QUESTIONS

27. After specific enquiry of management and staff, is the Applicant aware of any incident, loss or circumstance that may give rise to a claim under this insurance? If YES, please give comprehensive details by way of attachment if necessary.	<input type="radio"/> Yes	<input type="radio"/> No
28. Has any Director or Officer of the Applicant ever been declared bankrupt or entered into a deed of assignment, composition or scheme of arrangement with creditors? If YES, please give details by way of attachment if necessary.	<input type="radio"/> Yes	<input type="radio"/> No
29. Has there been or is there now pending any disciplinary action, fine or penalty or any other claim made against any person proposed for insurance in their capacity as a Director, Officer or Employee of the above Applicant or any other Applicant, organisation, association or trust? If YES, please give details by way of attachment if necessary.	<input type="radio"/> Yes	<input type="radio"/> No
30. Is any person proposed for insurance, after specific enquiry of management and staff, aware of, have knowledge or information of an incident, act, error or omission which may give rise to a claim of any kind that could be covered by the proposed insurance? If YES, please give comprehensive details by way of attachment if necessary	<input type="radio"/> Yes	<input type="radio"/> No
31. Has any insurer ever:		
(a) declined to offer insurance for this Applicant or for any Director or Officer?	<input type="radio"/> Yes	<input type="radio"/> No
(b) imposed any special terms on this Applicant or any Director or Officer?	<input type="radio"/> Yes	<input type="radio"/> No
(c) cancelled or voided any insurance held by this Applicant or any Director or Officer?	<input type="radio"/> Yes	<input type="radio"/> No

If YES, to (a), (b) or (c) please give details by way of attachment if necessary.

32. Has the Applicant suffered any financial or stock loss due to the fraud or dishonest acts of an employee in the last 5 years (whether insured or not)? Yes No

If YES, please give comprehensive details by way of attachment if necessary

33. Has there ever been, or is there now pending, any prosecution of the Applicant or its Subsidiaries, or any Director or Officer, under the Corporations Act, Competition and Consumer Act (or formerly the Trade Practices Act) or any other statute or legislation? Yes No

If YES, please give details by way of attachment if necessary.

INSURANCE DETAILS

34. (a) Is the Applicant currently insured against Management Liability? Yes No

(b) If the answer to (a) is NO, has the Applicant ever held such insurance? Yes No

If the answer to (a) or (b) is YES, please supply the following data:

(i) Amount of Cover

\$

(ii) Amount of excess

\$

(iii) When lapsed or expiry date

(iv) Name of insurer and Broker

35.

(a) Please choose Aggregate Limit required

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

(b) Please choose which Coverage Sections you require by entering the Limit of Indemnity in the Coverage Section you require (Coverage Section One – Directors & Officers Liability and Company Reimbursement must be taken)

	Limit Required
<input type="radio"/> Coverage Section 2 – Company Liability	
<input type="radio"/> Coverage Section 3 – Employment Practices Liability	
<input type="radio"/> Coverage Section 4 – Statutory Liability	
<input type="radio"/> Coverage Section 5 – Crime	
<input type="radio"/> Coverage Section 5 – Crime – optional extension Social Engineering Fraud	

For Stamp Duty Purposes, please provide employee numbers for each State, Territory and Overseas

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S

The answers you have provided to the above questions will usually provide sufficient information for a proper consideration of the Proposal. However, if there are any matters which are material to the risk to which this Proposal relates, you should disclose such matters to us in the space below, or on a separate sheet if necessary.

Documents may be required by us (on request) including:

- The last Annual Report and Accounts for the Applicant
- Claims history

DECLARATION

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the Duty of Disclosure. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

Name and Title	
Date	
Signature	

Signing of this Proposal does not bind the proposer or the insurers to complete or enter into a Policy. The proposal form should be signed by the Chef Executive Officer (Managing Director), Chairman or Chief Risk Officer and/or Chief Financial Officer.

Arch Underwriting at Lloyd's (Australia) Pty Ltd

archinsurance.com.au

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