

**Management Liability Insurance  
Proposal Form**

**BROOKLYN** 

## Management Liability Insurance Proposal

### Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway. You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

### Claims Made and Notified Policy

This proposal is for a 'claim made' Policy. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to:

- Events which occurred prior to period of insurance or any earlier retroactive date stipulated in the Policy Schedule;
- Claims made against you 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;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, and knew (or ought reasonably to have realised prior to the commencement of the period of insurance to may give rise to a claim.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has;

Given notice in writing to the insurer,

- Of the facts that might rise to a claim against the insured
- As soon as was reasonably practicable after the insured became aware of those facts, and
- Before the expiry of the period of insurance.

### Waiver, Surrender of Rights, Contribution or Indemnity

We will not compensate you for any loss or damage that is covered by this Policy where;

- Another person or party would be liable to compensate you, or hold you harmless, for part of all of that loss or damage; and
- You have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

### Privacy

Calliden Insurance Limited is committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

We require personal information about you to assess your request for insurance and to administer your Policy, and also to notify you about other of our services or promotions from time to time.

By submitting your personal information to us, you agree to us using and disclosing your personal information for these purposes. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

For details of our Privacy Policy or to request access to or correct your personal information, please contact the Privacy Officer on 02 9551 1111 or by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au) or by letter addressed to the Privacy Officer, Calliden Insurance Limited, Suite 1, Level 3, Building B 207 Pacific Highway, St Leonards, NSW 2065. Our Privacy Policy may also be viewed on our website [www.calliden.com.au](http://www.calliden.com.au)

### About the Agent

General Security Australia Insurance Brokers Pty Ltd trading as Oceanic Underwriting ('Oceanic') ABN 34 084 437 196 AFSL 2348477 acts under a binding authority given to it by the insurer to administer and issue policies, alternations and renewals. In all aspects of this policy Oceanic acts as an aspect of the Insurer and for you.

**PLEASE ANSWER ALL QUESTIONS IN FULL, USING BLOCK LETTERS AND TICK APPROPRIATE BOXES. IF THERE IS INSUFFICIENT SPACE, PLEASE ATTACH ADDITIONAL INFORMATION ON A SEPARATE PIECE OF PAPER.**

1.
  - a) Policyholder: .....
  - b) ABN .....
  - c) If you intend to claim an Input Tax Credit for the premium paid for this policy, please specify the percentage of the premium you will be claiming \$ .....
  - d) Is this a "Pty Ltd" Company?  Yes  No

2. Policyholder's Main Office Street Address:
 

.....

Suburb: ..... State: ..... Postcode: .....

Business Phone No: ( ) ..... Fax No: ( ) .....

Website: .....

Email: .....

3. Date of Incorporation (if applicable) .....

Please describe the industry / business activities of the Company:

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**In the questions below a reference to "Company" means the Policyholder and all of its Subsidiaries. "Subsidiary" means any entity recognised by law to be a Subsidiary or in which the Company holds more than 50% of issued capital or more than one half of voting rights at a general meeting of the Company**

4.
  - a) Is the Policyholder a Subsidiary of another company  Yes  No  
 If "Yes," please state:
  - b) The parent company name in full: .....
  - c) The country of registration: .....
5. State the Company's:
  - a) Gross consolidated turnover for the current financial year (estimated): \$ .....
  - b) Gross consolidated turnover for the prior financial year: \$ .....
  - c) Current valuation of total assets: \$ .....
  - d) Current valuation of total liabilities: \$ .....

**Enquiry should be made of all relevant staff before answering these questions.**

6. In the last 5 years, have there been any claims made against Company or its Directors which may have been covered under this policy if it were in force?  Yes  No
7. Has any Director or Officer of the Company ever:
- a) Had proceedings (civil or criminal) instigated against them alleging misconduct or breaches of the law in their capacity as a Director or Officer of a company?  Yes  No
- b) Been declared bankrupt or entered into a deed of assignment or scheme of arrangement with creditors?  Yes  No
8. In the last 5 years, has the Company suffered any Direct Financial Loss exceeding \$5,000 as a result of fraud or dishonesty committed by staff member?  Yes  No
9. Are any of the Directors or Employees of the Company aware of:
- a) Any facts which might give rise to a Claim being made against the Company or its Directors or Employees which may be covered under this policy if it commences?  Yes  No
- b) any facts which would cause a reasonable person to think that the Company might suffer a Direct Financial Loss as a result of Fraud or Dishonesty committed by a staff member?  Yes  No

***If you answered "Yes," to any of the questions from Question 6 to Question 9 please supply full details using a separate attachment.***

10. Are you currently insured for Management Liability insurance?  Yes  No

*If "Yes," Please advise:*

Current Insurer: .....

Expiry Date: ..... / ..... / ..... at 4 p.m.

Limit of Indemnity: \$.....

Premium: \$.....

11. What limit(s) of indemnity do you require quotations for?  
 \$1 million       \$2 million       \$5 million       other .....

**12. Fidelity – Fraud Prevention Controls**

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?

- a) Signing cheques, authorising payments or issuing funds transfer instructions above \$5,000  Yes  No
- b) Refund of monies or return of goods over \$5,000  Yes  No
- c) Reconciling bank statements  Yes  No

13. What Fidelity Cover sub-limit(s) do you require quotations for?

\$50,000                       \$100,000                       more than \$100,000\*                       Cover not required

*\*To apply for Fidelity cover over \$100,000 you will need to complete an addendum to this proposal*

14. Do you want the policy to provide cover for claims arising out of the actual alleged insolvency of the Company?  Yes  No

*If "Yes," please complete the following question.*

Do you have financial statements for the Company which have been audited or reviewed by an external accountant in the last 12 months?  Yes  No

*If "Yes," please attach a copy to this proposal form*

15. Has an Insurer ever refused to insure, cancelled or refused to renew an insurance policy for the Company?  Yes  No

*If "Yes," please provide full details*

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**16. Employment Practices Liability – Human Resources Management**

Does the Company use an application form as part of the employment process?  Yes  No

Does the Company check references of potential employees and contractors?  Yes  No

Does the Company distribute employment handbooks/policies to all employees?  Yes  No

Does the Company have written workplace policies in relation to:

The handling and resolution of complaints by employees?  Yes  No

Termination of employment?  Yes  No

Discrimination?  Yes  No

Sexual harassment?  Yes  No

Equal opportunity?  Yes  No

**Stamp Duty Spilt**

17. For the purpose of calculating Stamp Duty please confirm the location of the Company's staff number as follows:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

**DECLARATION**

This declaration must be completed and signed by all parties applying for insurance or on their behalf by someone authorised to complete and sign this application.

I / we declare that:

- The answers and information given by me / us in this application are true and correct in all respects and that no material information had been withheld.
- Where answers in this application are not in my/our own handwriting, they have been checked by me / us and I / we agree they are correct
- I / we have read and understood the clauses detailed under the Important Notices section on the first page of this proposal
- If there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required.

Proposer's Signature: ..... Date:...../...../.....

Proposer's Title: .....