

# **PROPOSAL FORM** FOR INDUSTRIAL SPECIAL RISKS

Consultation of the

Lion Underwriting Pty Ltd ABN 33 604 592 467 AFSL No: 491793

## IMPORTANT NOTICE TO THE PROPOSER ON COMPLETION OF THIS PROPOSAL FORM

#### 1. DUTY OF DISCLOSURE

You have a duty to disclose relevant information to the insurer, when completing this proposal form and at other times during the policy period (for example when you renew the insurance or request a change to the policy terms). Your duty is described below:

#### 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.

#### 2. PRIVACY

At Lion Underwriting Pty Ltd (Lion Underwriting) we are committed to protecting your privacy. The information provided will be treated in confidence and, where relevant, in compliance with the Privacy Act 1988. We collect, use and disclose your personal information, and in some cases personal or sensitive information about you, to assess your application and provide a quote for the insurance cover (including obtaining risk carrier confirmation where necessary),on behalf of the insurer. This information is used to issue and administer your policy, to provide insurance services, and, where appropriate, to assist in the assessment of a claim. For some classes of insurance, the underwriter may use sensitive personal data about you where this is necessary to decide whether it is willing to insure you and on what terms (for example criminal convictions). We also may use it to:

- · Contact you to provide information about your insurance policy;
- Deal with brokers, risk carriers and reinsurers; and
- Operate our business including offering information and to market and promote our services to you.

If you don't provide us with full information, we may not be able to provide you with any, some, or all of the features of our products or services.

This may include information collected from third parties such as your insurance broker.

We provide information such as your personal details and business circumstances to relevant third parties including your insurance carriers, brokers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and regulatory authorities. In the course of performing our obligation to you, this information may be disclosed to agents and service providers appointed by us, Insurers, (including their re-insurers, legal advisers, loss adjustors or agents). Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above.

We do not trade, rent, or sell your information. We may disclose your information to recipients in Australia, UK, Singapore, Japan, USA, People's Republic of China and Switzerland for the purpose of providing our services to you. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them.

You have the right to request for a copy of your information and to request to have any inaccuracies corrected.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. Ask us for a copy by contacting us on (07) 3445 6300 or visiting our website (www.lionunderwriting.com.au).

#### **3. PRESENTATION**

This proposal form must be completed and signed by an authorised individual, a partner, principal or director of the Proposer.

All questions must be answered. If not applicable, state N/A.

If there is insufficient space to provide answers, additional information should be provided on the Proposer's letterheaded paper.

Where applicable to the Proposer's business, product/services brochures, standard contract conditions, terms and conditions, waivers and disclaimers, commercial agreements and letters of appointment should be provided.

Failure to present insurers with information in an appropriate manner may adversely influence the ability or willingness of insurers to offer terms.

#### 4. GUIDANCE

The contract of insurance will be arranged by Lion Underwriting Pty Ltd (ABN 33 604 592 467, AFSL 491793) acting as agent for the relevant insurer (Insurer). We do not act as your agent. When acting as agent of the insurer, we may place the policy with an APRA-regulated insurance company, certain underwriters at Lloyd's of London or a direct offshore foreign insurer or unauthorised foreign insurer (subject to law). When we act under a binder, we will notify your broker of this arrangement. A binder agreement allows us to issue the policy and handle claims as if we are the insurer. In other cases, we may place your policy on an 'open market' basis.

The precise scope and breadth of policy coverage is subject to the specific terms and conditions of the policy wording. You should refer to the policy wording for full information, including in relation to:

- the basis on which claims can be made;
- your cancellation rights; and
- the identity of the parties covered under this insurance.

If in doubt as to the meaning of any question contained within this proposal form or the issues raised in Disclosure and/ or Presentation, advice should be sought from Lion Underwriting via your insurance broker.

#### 5. CONTACT

If you would like to discuss this further, we can be contacted at;

Tel.:	(07) 3445 6300
Email:	admin@lionunderwriting.com.au
Website:	www.lionunderwriting.com.au

## ADDITIONAL INFORMATION SHOULD BE PROVIDED ON SEPARATE SHEETS CLEARLY IDENTIFIABLE AS FORMING PART OF THE PROPOSAL FORM ON THE PROPOSER'S LETTERHEAD.

#### **INSURED DETAILS**

1.	Full name of the Insured:		
2.	Trading name:		
3.	ABN:		
4.	GST registered:	Yes	No
5.	Trading Address:		
6.	Postal Address:		
7.	Policy period: Inception Date: / / Expiry Date: / /		
8.	Contact number:		
9.	Website address:		
10.	Date business established: / (month/year)		
11.	Full Name of Interested Parties (eg Mortgagee):		
12.	Nature of Interested Parties:		

## **GENERAL QUESTIONS**

(If more than one person, director, company or entity comprises the Insured, all questions apply to all persons, directors, companies and entities and answers provided will be regarded as answers by all parties to this proposal.)

13.	Has any insurer declined an application from you, or cancelled or refused to renew a policy of yours or imposed special terms on your insurance?	Yes	No
14.	Has the business been operating for less than twelve months?	Yes	No
15.	Is any portion of the property to be insured in a state of disrepair or poor condition?	Yes	No
16.	Has the business been operating without insurance for more than 3 months?	Yes	No
17.	Have you, or any person who will receive insurance protection under the proposed policy been charged with, or convicted of any criminal offence in the past 10 years?	Yes	No
18.	Have you sustained any loss or damage to property (whether or not you made an insurance claim) in the last 5 years?	Yes	No
19.	Are there any relevant facts relating to the proposed risk which you should disclose to us?	Yes	No
	If " <b>Yes</b> " to any of the above, please provide full details:		

Yes No

- **21.** Are your financial accounts audited at regular periods?
- **22.** Number of employees:

#### **PREMISES DETAILS**

**23.** Location(s) of Property to be Insured:

- Location 1PostcodeLocation 2PostcodeLocation 3Postcode
- **24.** Details of Premises listed (Provide details for each Location):

Location:

Full Description of Business activities:

#### Construction

Walls:

Frame:

Roof:

Floors - Ground:

Floors - Other:

No. of Storeys:

Approx. Age:

(If construction of walls consists of more than one material please advise approximate percentage split)

## **DECLARED VALUES**

25.	Section 1 - Property Damage	Location 1	Location 2	Location 3
	Building/s:			
	Trade Contents: (excluding Stock)			
	Stock / Merchandise:			
	Removal of Debris:			
	Other:			
	TOTAL DECLARED VALUES:			
26.	Section 2 – Consequential Loss	Location 1	Location 2	Location 3
	Gross Profit:			
	Professional Fees:			
	Payroll:			
	Additional increase cost of working: (AICOW)			
	Other:			
	TOTAL:			
27.	Indemnity Period:	months		
28.	Payroll Limits:	\$	for weeks	%
		for weeks		
29.	Consolidation period:	weeks		

**30.** Uninsured Working Expenses (applicable only to the definition of Gross Profit):

#### **EXTENSION - SUPPLIERS' / CUSTOMERS' PREMISES**

31.	Name of Supplier/Customer:
	Situation:
	% limit or Gross Profit:
	Name of Supplier/Customer:
	Situation:

% limit or Gross Profit:

Name of Supplier/Customer:

Situation:

% limit or Gross Profit:

#### LIMITS OF LIABILITY

2. Maximum Limit of Liability at any one location:						
Section 1 – Mate	erial Loss Damage \$					
Section 2 – Con	sequential Loss \$					
Combined Secti	ons 1 & 2 \$					
Sub-Limits of Liabili	ty and Deductibles			Sub Limit		Deductible
Loss or Destruction	of damage to or by:					
(i) Burglary or th	neft, or any attempt th	nereat	\$		\$	
(ii) Money	(a) In transit		\$		\$	
		•	\$		\$	
			\$		\$	
	whilst contained in	securely locke	d		\$	
	(e) In the personal c	ustody of:	\$		\$	
(iii) Clothing and too employees	ols of trade of director	rs and	\$		\$	
(iv) Accidental Dama	age		\$		\$	
(v) Glass Breakage F	Replacement Value		\$		\$	
(vi) Cost of demoliti	on and removal of de	bris	\$		\$	
(vii) Other:			\$		\$	
	Section 1 – Mate Section 2 – Cons Combined Section Sub-Limits of Liabilit Loss or Destruction (i) Burglary or th (ii) Money (iii) Money (iii) Clothing and too employees (iv) Accidental Dama (v) Glass Breakage F (vi) Cost of demolitie	Section 1 - Material Loss Damage \$ Section 2 - Consequential Loss \$ Combined Sections 1 & 2 \$ Sub-Limits of Liability and Deductibles Loss or Destruction of damage to or by: (i) Burglary or theft, or any attempt the (ii) Money (a) In transit (b) On the Proposer during business how (c) On the Proposer - outside business how (d) On the Proposer whilst contained in safe or securely lock (e) In the personal of (iii) Clothing and tools of trade of director employees (iv) Accidental Damage (v) Glass Breakage Replacement Value (vi) Cost of demolition and removal of de	Section 1 - Material Loss Damage \$ Section 2 - Consequential Loss \$ Combined Sections 1 & 2 \$ Sub-Limits of Liability and Deductibles Loss or Destruction of damage to or by: (i) Burglary or theft, or any attempt thereat (ii) Money (a) In transit (b) On the Proposer's premises during business hours (c) On the Proposer's premises - outside business hours (d) On the Proposer's premises - whilst contained in securely locked safe or securely locked strongroo (e) In the personal custody of: (iii) Clothing and tools of trade of directors and employees (v) Glass Breakage Replacement Value (vi) Cost of demolition and removal of debris	Section 1 - Material Loss Damage \$ Section 2 - Consequential Loss \$ Combined Sections 1 & 2 \$ Sub-Limits of Liability and Deductibles Loss or Destruction of damage to or by: (i) Burglary or the damage to or by: (ii) Money (a) In transit \$ (ii) Money (a) In transit \$ (b) On the Proposer's premises \$ during business hours \$ (c) On the Proposer's premises \$ (c) On the Proposer's premises \$ (d) On the Proposer's premises \$ (e) In the personal custody of: \$ (iii) Clothing and toos of trade of directors and employees (iv) Accidental Damser \$ (v) Glass Breakage Hacement Value \$ (vi) Cost of demolition and removal of debris \$	Section 1 - Material Loss Damage \$ Section 2 - Consequential Loss \$ Combined Sections 1 & 2 \$ Sub-Limits of Liability and Deductibles Sub Limit Loss or Destruction of damage to or by: (i) Burglary or thet, or any attempt thereat \$ (ii) Money (a) In transit \$ (b) On the Proposer's premises \$ (c) On the Proposer's premises \$ (d) On the Proposer's premises \$ (d) On the Proposer's premises \$ (d) On the Proposer's premises \$ (e) In the personal custody of: \$ (iii) Clothing and toos of trade of directors and employees \$ (iv) Accidental Damage To and removal of debris \$ (vi) Cost of demolition and removal of debris \$ (v	Section 1 - Material Loss Damage \$ Section 2 - Consequential Loss \$ Combined Sections 1 & 2 \$ Sub-Limits of Liability and Deductibles Sub Limit Loss or Destruction of damage to or by: (i) Burglary or the f, or any attempt thereat \$ (ii) Money (a) In transit \$ (b) On the Proposer's premises \$ (c) On the Proposer's premises \$ (c) On the Proposer's premises \$ (c) On the Proposer's premises \$ (d) On the Proposer's premises \$ (e) In the personal custody of: \$ (e) In the personal custody of: \$ (iii) Clothing and tool trade of directors and employees (iv) Accidental Damateria the function of the

## **FIRE PROTECTION**

34. Fire Protection (at each Location)

Please indicate either of the following:	Location 1		Location 2		Location 3	
Are the premises sprinkler protected?	Yes	No	Yes	No	Yes	No
lf " <b>Yes</b> ",						
Are they maintained under a service contract?	Yes	No	Yes	No	Yes	No
What type of supply?	Single	Dual	Single	Dual	Single	Dual
Fire hydrants located throughout the premises	Yes	No	Yes	No	Yes	No
Fire blankets	Yes	No	Yes	No	Yes	No
Hoses and reels	Yes	No	Yes	No	Yes	No
Fire extinguishers	Yes	No	Yes	No	Yes	No
Hard wired thermal / smoke detectors	Yes	No	Yes	No	Yes	No
Are premises on town water supply	Yes	No	Yes	No	Yes	No
If " <b>No</b> ", please provide full details of wate	er source:					
Distance (in kms) to nearest Fire Brigade						
Is Fire Brigade permanently staffed?	Yes	No	Yes	No	Yes	No
If Woodworking - is dust extraction system used?	Yes	No	Yes	No	Yes	No
If cooking equipment used, are deep fryers in use?	Yes	No	Yes	No	Yes	No
If " <b>Yes</b> ", are units fitted with thermostatically controlled cut-off switches?	Yes	No	Yes	No	Yes	No

#### **SECURITY**

#### **35.** Security (at each location)

Please indicate which of the following are applicable

	Location 1		Location 2		Location 3	
Are all perimeter doors deadlocked?	Yes	No	Yes	No	Yes	No
Are all perimeter windows protection by Bars/Grills?	Yes	No	Yes	No	Yes	No
Are there any skylights in the roof?	Yes	No	Yes	No	Yes	No

If "**Yes**", how are they protected:

Random visit Security night patrols	Yes	No	Yes	No	Yes	No
Electronic Burglar Alarm with Movement sensor	Yes	No	Yes	No	Yes	No
Local sounding alarm only	Yes	No	Yes	No	Yes	No
Connected to monitoring bureau	Yes	No	Yes	No	Yes	No
If " <b>Yes</b> ", Monitored by whom:						
What type of system?						
Land Line	Yes	No	Yes	No	Yes	No
Securitel	Yes	No	Yes	No	Yes	No
Digital Dialler	Yes	No	Yes	No	Yes	No
Has the monitoring company been instructed to send a security patrol in response to alarm activation?	Yes	No	Yes	No	Yes	No
Does the monitoring company have access to the premises to investigate alarm activation?	Yes	No	Yes	No	Yes	No
Details of other security measures (eg. On Site Guards/Watchman, Guard Dogs, CCTV ):						

#### **HOUSEKEEPING AND MANAGEMENT**

<b>36.</b> Risk awareness/ Management attitude	Excellent	Good	Fair
<b>37.</b> Cleanliness/ Tidiness	Excellent	Good	Fair
<b>38.</b> Building Condition	Good	Fair	Poor
<b>39.</b> Smoking controls	None	Partial Ban	Total Ban

PLEASE PROVIDE (AS ATTACHMENTS) INTERNAL AND EXTERNAL PHOTOS WHERE POSSIBLE AS WELL AS ANY APPLICABLE WEB ADDRESS FOR THE INSURED.

#### DECLARATION

By signing this proposal form you consent to Lion Underwriting using and disclosing the information we may hold about you in accordance with the Privacy section of this proposal form and our Privacy Policy, which can be found on our website - www.lionunderwriting.com.au.

[In this section 'you' refers to the Proposer]

By signing this Declaration, you declare that

- you have read and understood the Important Notice information in this proposal form;
- to the best of your knowledge and belief, the statements, representations and particulars contained in this proposal form are true and complete;
- after full enquiry having been made, you have not omitted, suppressed or mis-stated any material facts which may be relevant to the Insurer's consideration of this proposal form;
- you undertake to inform the Insurer of any change to any material fact that occurs prior to the point at which the insurance contract has been agreed; and
- you have the authority to complete and sign the proposal form on behalf of the entity who will be insured under this policy.

By signing this Declaration, you confirm you understand that

- the information you provide in this proposal form will be used in deciding the price charged by the Insurer for the risk and whether the Insurer will accept the application and the terms of any policy provided;
- the application for insurance may not be accepted for coverage and that, if your application is accepted, you have no coverage unless and until we have received payment of the premium and a policy schedule has been issued to you;
- signing this form does not bind you or the Insurer to complete the insurance; and
- if your business acquires, merges with or absorbs another business during the period of insurance, the Insurer will require similar information in relation to that business and may charge an additional premium.

Insured's Name:

Position:

Insured's Signature:

Please note, if you wish to submit your form via email, an indication of terms and conditions may be provided on the basis of this proposal form. A signature is required before a contract of insurance can be made.

We recommend that you should keep a record of all information supplied to us, including copies of letters and this proposal form, for the purpose of entering into this contract.

Date: