

# Chubb Elite Plus Management Liability Insurance

## Proposal Form

### Instructions to Proposer

---

Before completing this proposal form please read the important notices on pages 1 - 2.

This proposal should only be completed after detailed enquiry of all the persons to be covered.

### Important Notices

---

#### 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.

#### *What you do not need to tell us*

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.

#### Claims Made Contract

Subject to its terms and conditions, other than for insuring clause 1.6, the resulting contract of insurance will cover liabilities arising from Claims first made against you and notified to Chubb during the policy period or discovery period, if applicable.

Section 40(3) of the Insurance Contracts Act 1984 however, provides that an insurer cannot refuse to pay a claim by reason only that the claim was made after the inception date of the Policy in circumstances where you gave notice in writing to the insurer of facts that might give rise to the claim as soon as was reasonably practicable after you became aware of those facts but before the end of the policy period.

#### Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the contract of insurance, that you will not seek to recover such loss or damage from that person, Chubb will not cover you, to the extent permitted by law, for such loss or damage.

#### Change of Risk or Circumstances

You should advise Chubb as soon as practicable of any material change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.

## Privacy Statement

---

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

### Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

### How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

### General Insurance Code of Practice

---

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers.

Further information about the Code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

**Note: Elite Management Liability is only available to Private Companies and Public-Unlisted Companies. If the Company proposed for insurance is a PUBLIC-LISTED Company please do not complete the proposal form and contact your insurance broker.**

### Proposer Details

1. Name of Company:

Note: The Company name must end in Pty Ltd. Do not enter the name of any trust structures.

2. ABN:

3. Contact Name:

4. What percentage of revenue is generated from USA/Canada:

5. On what date was the Company incorporated:

6. Country and state of registration:

7. Street Address:

8. Postcode:

9. Business activities:

10. For the purpose of calculating the stamp duty and GST charges, please provide a breakdown of the number of employees of the Company based in each of the following locations:

NSW		VIC		QLD		SA		WA	
TAS		NT		ACT		Overseas		TOTAL	

### Financial Position

11. Total assets of the Company:

12. Turnover:

13. The Elite Management Liability Policy contains an insolvency exclusion endorsement. Chubb can consider removing this endorsement on the provision of financial information of the Company. Do you want to request removal of the insolvency exclusion?

Yes  No

**If YES to question 13 please complete questions (a) - (b) below. If NO to question 13 please go to question 14**

**The following financial questions are to be answered based on the most recent financial statements available and should be no more than one year old.**

a) Date of financial statements:

Note: Enter the date that the financial statements were compiled. For example if the financial details are for the period 30/6/05 to 30/6/06 enter 30/06/06.

b) Net profit:

Note: Net profit is revenue less the cost of goods sold, all expense items and taxes.

14. Are there any facts or circumstances that might affect the ability of the Company to meet all its debts as and when they fall due?

Yes  No

If YES, please provide full details in an attachment.

15. Do the financial statements of the Company contain a contingent liability?

Yes  No

If YES, please provide full details in an attachment.

### Claims and Circumstances

16. Has the Company or any director, officer or employee ever been refused this type of cover, had a similar policy cancelled, or had special terms imposed?

Yes  No

17. Has any person or entity proposed for cover suffered any loss in the past five years that would have been covered under the proposed Policy?

Yes  No

18. Is the Company or any person proposed for coverage aware of any facts, circumstances, acts or omissions that may give rise to any future claims under this proposed Policy?

Yes  No

If YES to any question from 16 to 18 please provide full details in an attachment.

## Limit

19. Limit required (please tick)  \$250,000  \$500,000  \$1,000,000  \$2,000,000  \$5,000,000  \$10,000,000

## Acknowledgement

1. acknowledge that we have read and understand the Important Notices and Privacy Statement contained in this proposal.
2. agree that this proposal, together with any other information or documents supplied, shall form the basis of any resulting contract of insurance.
3. acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued or as otherwise specifically varied in writing by Chubb.
4. declare after enquiry that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.
5. undertake to inform Chubb of any material alteration to those facts before entry into of the contract of insurance.

Signed:

Chairperson			
Name		Date	
Managing Director/Chief Executive Officer			
Name		Date	

## About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

## Contact Us

Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200  
F +61 2 9335 3411  
[www.chubb.com/au](http://www.chubb.com/au)

Chubb. Insured.<sup>SM</sup>