



**ace insurance limited**

# Elite Management Liability Insurance **PROPOSAL FORM**

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**INSTRUCTIONS TO PROPOSER:**

**BEFORE COMPLETING THIS PROPOSAL FORM PLEASE READ THE IMPORTANT NOTICES ON PAGE 2.**

**THIS PROPOSAL SHOULD ONLY BE COMPLETED AFTER DETAILED ENQUIRY OF ALL THE PERSONS TO BE COVERED.**



## ELITE MANAGEMENT LIABILITY INSURANCE

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### Important Notices

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#### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to ACE Insurance Limited ("ACE") every matter that you know, or could reasonably be expected to know, is relevant to ACE's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to ACE before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by ACE;
- that is of common knowledge;
- that ACE knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by ACE.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

#### Non-Disclosure

If you fail to comply with your duty of disclosure, ACE may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, ACE may also have the option of avoiding the contract from its beginning.

#### 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 ACE 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, ACE will not cover you, to the extent permitted by law, for such loss or damage.

#### Change of Risk or Circumstances

You should advise ACE 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.



## ELITE MANAGEMENT LIABILITY INSURANCE

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### Privacy Statement

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ACE is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at [www.aceinsurance.com.au](http://www.aceinsurance.com.au).

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

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

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: 1800 815 675 or email [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com).



# ELITE MANAGEMENT LIABILITY INSURANCE

**Note: Elite Management Liability is only available to Private Companies. If the Company proposed for insurance is not a Private 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. Total number of directors and employees:.....

## FINANCIAL POSITION

11. Total assets of the Company: \$.....

12. Turnover: \$.....

13. The Elite Management Liability Policy contains an insolvency exclusion endorsement. ACE 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.*



# ELITE MANAGEMENT LIABILITY INSURANCE

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 circle) \$250,000 \$500,000 \$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000

### ADDITIONAL BENEFIT

Elite Management Liability policy holders are entitled to access selected online compliance management and training courses provided by Learning Seat Pty Limited (**Learning Seat**) free of charge and can also purchase other courses from the Learning Seat library. Learning Seat, a division of News Limited, is an established provider of on-line compliance management and training programs in Australia which have been designed to increase awareness of duties and risks which arise in a workplace environment. For further information, please go to the Learning Seat website at [www.learningseat.com.au](http://www.learningseat.com.au).

20. If you would like to access the Learning Centre please provide the following details (maximum 5 users).

Contact (Full Name)	Position	E-mail Address

