

# Miramar Industrial Special Risks Insurance Proposal Form

## IMPORTANT NOTICES

### BINDER AGREEMENT

The contract of insurance is arranged by Miramar Underwriting Agency Pty Ltd (ABN 97 111 534 797, AFSL 314176) ('Miramar') acting under a binding authority as agent for the Insurer(s), certain underwriters at Lloyd's. Miramar does not act as Your agent.

### DEFINED TERMS

Some words used in this Proposal Form ('Proposal') have a special meaning as defined in the Policy wording and such other documents which make up the Policy which contain definitions.

### 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.

### PRIVACY STATEMENT

In this Privacy Statement the use of "We", "Us" and "Our" means the Insurer(s) and Miramar unless specified otherwise.

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of this Policy.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance Policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. See the Privacy Policies/Notices set out below for further information.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance Policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance Policy and respond to any claim that You make.

Our privacy policies contain information on how You may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access certain underwriters at Lloyd's Privacy Notice at <https://www.lloyds.com/help/privacy> and Miramar's Privacy Policy at [miramaruw.com.au](http://miramaruw.com.au)

## CO-INSURANCE (AVERAGE) CLAUSE

The Policy is subject to a Co-insurance/average condition. The effect of this condition is that if at the time of loss the sum insured or Limit of Liability is less than the full value of the property or income insured, then You may not be covered for Your full loss. It is Your responsibility to ensure the adequacy of sum(s) insured or Limit(s) of Liability and You should re-assess these sum(s) insured or Limit(s) of Liability during the currency of the Policy and prior to renewal each year.

### Example

When: The value of the property is \$5,000,000

The Co-insurance percentage is	85%
The sum insured or Limit of Liability for it is	\$2,125,000
The deductible is	\$1,000
The amount of loss is	\$1,000,000

Step (1):  $\$5,000,000 \times 85\% = \$4,250,000$  (the minimum amount of insurance to meet Your co-insurance requirements)

Step (2):  $\$2,125,000 \div \$4,250,000 = .50$

Step (3):  $\$1,000,000 \times .50 = \$500,000$

Step (4):  $\$500,000 - \$1,000 = \$499,000$

We will pay no more than \$499,000.

The remaining \$501,000 is not covered.

INSURED

POLICY NUMBER

## YOUR DETAILS

Your full name and trading name if applicable

FIRST NAME

LAST NAME

Company name and trading name if applicable

Interested parties

FIRST NAME

LAST NAME

FIRST NAME

LAST NAME

FIRST NAME

LAST NAME

What interest do the above parties have?

Business description

TYPE OF BUSINESS AND DESCRIPTION

Years in operation

THIS BUSINESS (YEARS)

ANY SIMILAR BUSINESS (YEARS)

Have You or any director/  
partner/manager of the  
business ever:

(a) had insurance declined or cancelled?

 Yes  No

(b) had an insurer refuse or not invite renewal?

 Yes  No

(c) had any special conditions imposed on a policy of insurance?

 Yes  No

(d) had a special excess imposed on a policy of insurance?

 Yes  No

(e) had a claim rejected under a policy of insurance?

 Yes  No

(f) been declared bankrupt or put into receivership or liquidation?

 Yes  No

(g) been charged with or convicted of a criminal offence?

 Yes  No

If You answered 'Yes' to any of these questions, or if there are any other matters You should disclose (see 'Your Duty of Disclosure'), please provide complete details on the notes page provided at the end of this document.

## PERIOD OF INSURANCE

Expiring 4.00pm EST

FROM

TO

## YOUR CLAIMS HISTORY

In the last 5 years have You sustained loss or damage (insured or not) of a type against which insurance is now being sought?

 Yes  No

If 'Yes', please provide further details

(If insufficient space,  
please provide full  
details on a separate  
sheet of paper)

DATE (DD/MM/YY)

INSURER

DETAILS

AMOUNT

## BUSINESS DETAILS

Address

NUMBER, STREET ADDRESS

CITY / SUBURB

STATE

POSTCODE

Are you the owner  
of the premises? Yes  NoDescribe the business  
carried out by the  
occupants of the  
premises

YOUR OWN BUSINESS

OTHER OCCUPANTS

**CONSTRUCTION OF THE BUILDING**

Walls  Brick/Concrete  Iron  Other

Timber  Fibro/Asbestos

Roof  Concrete  Iron  Other

Timber

Floors  Concrete  Fibro/Asbestos  Other

Timber

Any EPS insulated panel walls?  Yes  No If so, what is the % of total floor area?  %

Do the premises have asbestos?  Yes  No If so, what is the %?  %

How old is the building? Years  Are any of the buildings or structures heritage listed?  Yes  No

**ITEMS AND DETAILS ON PREMISES**

Is any commercial cooking done on the premises?  Yes  No Thermostat controlled?  Yes  No

Are inflammable liquids or explosives stored on the premises?  Yes  No

If 'Yes', please list types

If 'Yes', how much (litres/kilograms)?

Are they stored in:  Tanks  Drums  Bottles

Are they kept in an approved flammable goods cabinet or store?  Yes  No

If 'Yes', is the store:  Internal  External Bunded?  Yes  No

If 'No', how are they stored?

**SAFETY AND PROTECTION**

Are the premises protected by: Extinguishers?  Yes  No

What type?  How many?

Is there a maintenance agreement in place?  Yes  No Date last serviced?  DATE (DD/MM/YY)

Hose reels?  Yes  No Sprinkler system?  Yes  No

Total area of premises  Partial (describe)

Automatic fire alarm and/or smoke alarm?  Yes  No

Connected to a fire station?  Yes  No Connected to alarm monitoring company?  Yes  No

Local only?  Yes  No

Fire blankets?  Yes  No

Deadlocks and/or padlocks to all external doors?  Yes  No

Are the premises connected to town reticulated water supply?  Yes  No

Burglar alarms?  Yes  No

(Please tick appropriate type below)

Back to Base (dedicated line)  GSM  Dialer/Radio  Audible Local Alarm

Which of the following are present and activate the alarm?

Reed Switches  Motion Detectors (PIR)  Tremblers  IR Beam

Pressure Pads  Heat Sensors  Panic Buttons

**SAFETY AND PROTECTION (CONTINUED)**

THESE QUESTIONS REFLECT THE KEY FACTORS THAT ARE TAKEN INTO ACCOUNT WHEN DETERMINING YOUR PREMIUM.

Do the premises contain a safe?

Yes  No

How many?

MANUFACTURER/MAKE/MODEL ①

YEAR MANUFACTURED ①

Torch and drill resistant?  Yes  No

Time delay locks?  Yes  No

Other security features?

MANUFACTURER/MAKE/MODEL ②

YEAR MANUFACTURED ②

Torch and drill resistant?  Yes  No

Time delay locks?  Yes  No

Other security features?

**STORM/WATER PERILS**

**FLOOD**

Is flood cover required?

Yes  No

If required, please attach supporting information (i.e. local flood maps).

Is the property situated on high or low ground? (in a gully or side of a hill, etc.)

High  Low

LEVEL

Does the property sit on the high or low side of the road?

High  Low

LEVEL

Does the property slope from front to back?

Yes  No

Are there any river or creek systems within 200 metres of the premises?

Yes  No

Have the premises suffered any flood or storm damage losses in the last 5 years?

Yes  No

If 'Yes', value of damage and date(s) of loss:

**MACHINERY**

Do You have any piece of machinery greater in value than \$500,000 AUD?

Yes  No

If 'Yes', what amount and how many machines?

In the event of loss would any of Your machinery have to be sourced from overseas?

Yes  No

If 'Yes', expected replacement time?

**STILLAGE**

Is all basement and ground floor stock insured stored on racks or pallets?

Yes  No

If 'Yes', what height from the ground?

**PROPERTY**

If We are insuring machinery of high value have You taken any steps to mitigate the chance of water damage to the machinery, (i.e. - adequate storm water drains in front of the property)?

Yes  No

What type of guttering does the property have?

Conventional Guttering  Box Guttering

Does the roof contain sky lights?

Yes  No

If 'Yes', how many?

Does the property have any other run off drainage?

Yes  No

## DECLARED VALUES

### SECTION 1 — MATERIAL LOSS OR DAMAGE

Building		\$	<input type="text"/>
Contents		\$	<input type="text"/>
Stock		\$	<input type="text"/>
Removal of Debris		\$	<input type="text"/>
Other	<input type="text"/>	\$	<input type="text"/>

### SECTION 2 — CONSEQUENTIAL LOSS

Loss of Gross Profit		\$	<input type="text"/>
Pay-Roll		\$	<input type="text"/>
Increased Cost of Working		\$	<input type="text"/>
Claims Preparation Fees		\$	<input type="text"/>
Rentals		\$	<input type="text"/>
Other (Please specify)	<input type="text"/>	\$	<input type="text"/>

Total Declared Value		\$	<input type="text"/>
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## LIMITS OF LIABILITY

SECTION 1 — MATERIAL LOSS OR DAMAGE	\$	<input type="text"/>
SECTION 2 — CONSEQUENTIAL LOSS	\$	<input type="text"/>
Combined Section 1 & 2 limit any one loss	\$	<input type="text"/>

## SUB-LIMIT(S) OF LIABILITY

Theft (excluding money)	\$	<input type="text"/>
Money in transit	\$	<input type="text"/>
Money on premises during business hours	\$	<input type="text"/>
Money on premises during non-business hours	\$	<input type="text"/>
Money in locked safe	\$	<input type="text"/>
Money in private residence	\$	<input type="text"/>
Accidental Damage	\$	<input type="text"/>
Removal of Debris	\$	<input type="text"/>
Extra Cost of Reinstatement	\$	<input type="text"/>
Other (Please specify)	\$	<input type="text"/>
Indemnity Period		<input type="text"/>
	MONTHS	

THESE QUESTIONS REFLECT THE KEY FACTORS THAT ARE TAKEN INTO ACCOUNT WHEN DETERMINING YOUR PREMIUM.

NOTES:

## DECLARATION

I declare that:

- (a) I have read and understood the Important Notices set out in the Proposal.
- (b) I am authorised to complete and sign this declaration on behalf of all the applicants.
- (c) I confirm that the answers and statements in this Proposal are true and correct and I have not withheld any information which may affect the decision to accept this Proposal or the terms and conditions of any insurance provided.
- (d) I understand that if this Proposal is accepted, the insurance cover will be subject to the terms and conditions set out in the Policy.
- (e) I acknowledge that the particulars and statements contained in this Proposal shall form the basis of the contract should a Policy be issued.
- (f) I further acknowledge that Miramar on behalf of the Insurer(s) may decline this Proposal.
- (g) I consent to Miramar and the Insurer(s) collecting, storing, using and disclosing personal information as set out in the Privacy Statement. Where I have provided personal information on behalf of another person, I have complied with my obligations as set out in the Privacy Statement.
- (h) I understand that this insurance does not operate until Miramar issues the Policy Schedule and the Premium has been paid (except for any cover provided under an interim contract of insurance).

Applicant ①

  
NAME  
TITLE  
SIGNATURE  
DATE (DD/MM/YY)

Applicant ②

  
NAME  
TITLE  
SIGNATURE  
DATE (DD/MM/YY)