

# Miramar Black 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)

## SUBROGATION CLAUSE

The Policy contains provisions which have the effect of excluding or limiting the Insurer(s) liability for each of the 3 references in this Subrogation clause in respect of a loss where You have prejudiced the Insurer(s) rights of subrogation, where You are a party to an agreement which excludes, or limits the Insurer(s) rights to recover the loss from another party.

## UNDERINSURANCE

The Property Damage and Business Interruption Sections of the Policy are subject to the condition of an Underinsurance Clause. 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, You may not be covered for Your full loss. It is Your responsibility to ensure the adequacy of sum(s) insured and Limit(s) of Liability and You should re-assess these sum(s) insured and Limit(s) of Liability during the currency of the Policy and prior to renewal each year.

### Example

When: The value of the property is \$250,000

The Coinsurance percentage is	80%
The sum insured or Limit of Liability for it is	\$100,000
The Excess is	\$250
The amount of loss is	\$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$  (the minimum amount of insurance to meet Your coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

## CLAIMS MADE AND NOTIFIED INSURANCE

Section 4 - Management Liability of the Policy provides cover on a claims – made and notified basis. This means that the Policy only covers claims first made against You during the period the Policy is in force and notified to Us as soon as practicable in writing while the Policy is in force. The Policy may not provide cover for any claims made against You if at any time prior to the commencement of the Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where You gave notice in writing to Us of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while the Policy is in force, We cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

## RETROACTIVE LIABILITY

The proposed insurance may be limited by a retroactive date either stated in the Schedule or endorsed onto the Policy. Where the retroactive cover by the proposed policy is subject to such date, then the Policy does not cover any claim arising from any actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

## BROKER DETAILS

Broker details

AFSL  
BROKERAGE

CONTACT NAME EMAIL

PHONE

## BUSINESS DETAILS

Named Insured

FIRST NAME LAST NAME

Trading as

ABN

Are any shares traded publicly?

Yes  No

Any mergers or acquisitions in the past 3 years or planned in the next 2 years?

Yes  No

Current insurer

## TAX STATUS

ABN

Taxable Percentage (%)  %

Period of Insurance

/  /  FROM (DD/MM/YY)  /  /  TO (DD/MM/YY) (EXPIRES 4PM EST)

## SITUATION DETAILS

Situation address

NUMBER, STREET ADDRESS CITY / SUBURB

STATE POSTCODE

Are there any overseas operations?

Yes  No If 'Yes', please provide further details

LOCATION

ACTIVITIES

SIZE

Full description of Your Business activities

Years in operation

Your Business Any similar business  
   
YEARS YEARS

Have You or any director/partner/manager of Your 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 the these questions, or if there are any other matters You should disclose (see 'Your Duty of Disclosure'), please provide complete details on the provided notes page at the end of this document.

## BUSINESS DETAILS

Are You the owner of the Premises?  Yes  No

Describe the business carried out   
YOUR OWN BUSINESS

By the occupants of the Premises   
OTHER OCCUPANTS

Interested parties

What interest do the above parties have?

## 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, for all sections of the Policy noted in this Proposal?  Yes  No

If 'Yes', please provide further details:

INSURER	DATE	DETAILS	AMOUNT
	/ /		
	/ /		
	/ /		
	/ /		

(If insufficient space, please provide full details at the end of this document)

## BUSINESS DETAILS

### CONSTRUCTION OF THE BUILDING

Walls  Brick/Concrete  Iron  Timber  Fibro/Asbestos  Other

Roof  Concrete  Iron  Timber  Fibro/Asbestos  Other

Floors  Concrete  Fibro/Asbestos  Timber  Other

Any EPS insulated Panel Walls  Yes  No If 'Yes', 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

Safe?

Yes  No

HOW MANY?

MANUFACTURER ①

MANUFACTURER ②

YEAR MANUFACTURED ①

YEAR MANUFACTURED ②

Torch and drill resistant?  Yes  No

Yes  No

Time delay locks?  Yes  No

Yes  No

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

**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:

STORM/WATER PERILS (CONTINUED)

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 what steps have been taken to mitigate the chance of water damage to the machinery, i.e. - adequate storm water drains in front of the property?

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

SUM INSURED

SECTION 1 - PROPERTY DAMAGE

Sum Insured

(a) Building(s)	\$ <input type="text"/>
(b) Contents	\$ <input type="text"/>
(c) Stock in trade	\$ <input type="text"/>
(d) Removal of Debris	\$ <input type="text"/>
(e) Other (Please specify)	\$ <input type="text"/>

Total sum insured and/or Limit of Liability \$

BURGLARY/THEFT

(a) Contents of buildings	\$ <input type="text"/>	
(b) Stock in trade	\$ <input type="text"/>	
(c) Other stock in trade (tobacco and cigarettes, bullion)	\$ <input type="text"/>	\$ <input type="text"/>

EQUIPMENT BREAKDOWN

Yes  No

\$

Limit any one event

If 'Yes', please provide details of computer equipment and/or type of Machinery (age, make and replacement values). If further space required please refer to page 11.

AGE	MAKE/MODEL	
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

GLASS

Internal Glass

External Glass

REPLACEMENT VALUE

Yes  No

Yes  No

MONEY

(a) Money in transit	\$ <input type="text"/>
(b) Money at Your Business Premises during Business Hours and not in a securely locked burglary resistant safe or strongroom	\$ <input type="text"/>
(c) Money at Your Business Premises in a securely locked burglary resistant safe or strongroom	\$ <input type="text"/>
(d) Money at Your Business Premises outside Business Hours and not in a securely locked burglary resistant safe or strongroom	\$ <input type="text"/>
(e) Money in Your dwelling or that of any person to whom Money is entrusted	\$ <input type="text"/>

SECTION 1 - PROPERTY DAMAGE (CONTINUED)

TRANSIT

Is cover required?  Yes  No \$  Limit any one carry  
 If 'Yes', please provide estimated annual sendings \$

SECTION 2 - BUSINESS INTERRUPTION

Item 1. Gross Profit \$   
 Item 2. Gross Revenue \$   
 Item 3. Gross Rentals \$   
 Item 4. Rent Payable and/or Insurable \$   
 Item 5. Claim Preparation Costs \$   
 Item 6. Additional Increased Cost of Working \$   
 Item 7. Payroll (Dual Basis) \$   
 Payroll Limits  
 Total (100%) Payroll \$  100% for  weeks  
 Followed By \$   % for  weeks  
 Consolidated Period  weeks  
 Item 8. Severance Payments and Payments to Unproductive Employees \$   
 Item 9. Accounts Receivable \$   
 Indemnity Period   
 MONTHS /12/18/24/36  
 Total sum insured and/or Limit of Liability \$

SECTION 3 - GENERAL AND PRODUCTS LIABILITY

Limit of Liability required:  
 General Liability: (maximum payable for any one claim or series of claims arising out of any one occurrence) \$   
 Products Liability: (maximum payable for any one claim or series of claims, and in the aggregate during any one Period of Insurance) \$   
 Excess: \$

ESTIMATED ANNUAL PAYROLL (INCLUDING EARNINGS OF PRINCIPALS, DIRECTORS, PARTNERS)

	Employees	No. of staff	Labour hire
Managerial, clerical, sales:	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Manufacturing:	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Installation:	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Total:	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

Do You employ contractors or sub-contractors?  Yes  No If 'Yes', please answer (a), (b), (c) & (d) below  
 (a) Estimated annual payment: \$   
 (b) Nature of work usually carried out:   
 (c) Do You obtain proof of their liability & workers' compensation insurance?  Yes  No  
 (d) Are You named as the principal on the contractors' &/or sub-contractors' liability policy?

**ADDITIONAL INFORMATION:**

**PRODUCT INFORMATION / TERRITORIAL LIMITS**

Estimate Annual Turnover:	<input type="text" value="\$"/>			
Turnover exported:	<input type="text" value="\$"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
Turnover imported:	<input type="text" value="\$"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
Country involved:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Company representation in this country	<input type="checkbox"/> Power of Attorney	<input type="checkbox"/> Power of Attorney	<input type="checkbox"/> Power of Attorney	<input type="checkbox"/> Power of Attorney
	<input type="checkbox"/> Branch	<input type="checkbox"/> Branch	<input type="checkbox"/> Branch	<input type="checkbox"/> Branch
	<input type="checkbox"/> Representative	<input type="checkbox"/> Representative	<input type="checkbox"/> Representative	<input type="checkbox"/> Representative
	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Other (specify)
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Coverage for PRODUCTS EXPORTED TO USA, CANADA, NORTH KOREA, IRAN or CUBA is excluded from this insurance. Coverage will be provided only if specifically agreed by the Insurer(s) and then subject to additional terms and conditions and payment of an extra Premium. A USA/Canada export questionnaire may have to be completed. Any additional information supplied in respect of such exports shall be deemed to form part of this Proposal.

PLEASE REFER TO THE POLICY WORDING FOR DETAILS REGARDING TERRITORIAL LIMITS.

Can You with certainty, identify the source of every item used in the manufacture of the products?  Yes  No

Is Your Product range:  relatively stable?  changing frequently?

If 'changing frequently', provide full details:

Do You have quality control procedures in place?  Yes  No

If 'Yes', provide full details:

Are Your Products subject to any Australian or international standard?  Yes  No

If 'Yes', provide full details:

Do You have product recall procedures in place?  Yes  No

If 'Yes', provide full details:

Have You discontinued manufacturing, processing or handling of any Products?  Yes  No

If 'Yes', provide full details:

Are any Products specifically designed, manufactured, imported or handled for use in Aircraft or other aerial devices or Watercraft?  Yes  No

If 'Yes', provide full details:



CONTRACTUAL LIABILITY

Coverage for liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality as regards Your Product, or specifically agreed contracts.

Do You assume liability under contract or hold others harmless (other than lease liability)?  Yes  No

If 'Yes', please provide details and attach copies of all agreements (other than lease liability). Coverage will be provided only if specifically agreed by the Insurer(s).

DETAILS OF THE BUSINESS/PREMISES

Do You require property owners' liability cover on property which You do not occupy?  Yes  No

If 'Yes', provide address, construction, size of land, information on who is occupying the Premises & replacement value of the Premises:

Do You or does someone on Your behalf perform any work away from the Premises?  Yes  No

If 'Yes', please provide details e.g. welding, installation, servicing, repairs:

Do You store, transport, use or handle any hazardous goods e.g. chemical, radioactive materials, gases?  Yes  No

If 'Yes', please provide details:

**SECTION 4 - MANAGEMENT LIABILITY**

Please note this Section is offered on a claims made and notified basis, refer to Important Notices

Limit

\$500,000  \$1,000,000  \$2,000,000

Does any shareholder(s) directly or beneficially hold more than 25% of the issued shares or voting rights?

Yes  No

If 'Yes', please provide further details

Do any of the directors or officers of the Corporation hold a board position in any other entities at the request of the Corporation?

Yes  No

If 'Yes', please provide further details:

Name out outside entity

Type of entity

% Shareholding

Have You traded profitably for the past 2 full financial periods?

Yes  No

Please provide the Group Total Gross Consolidated Revenue for the last full financial year:

\$

Do the directors consider the Corporation and group to be solvent?

Yes  No

Is there any information or changes to the financial position which may materially affect the Corporations' ability to pay its debts as and when they fall due?

Yes  No

If 'Yes', please provide further details

Total staff numbers at a financial year end for entire company/group

Total Employee numbers

This year

Last year

Turnover per annum (%)

%

%

Were there any employer initiated terminations in the past 2 years?

Yes  No

If 'Yes', please provide further details

Are there any events anticipated to lead to any employer initiated terminations in the next 2 years?

Yes  No

If 'Yes', please provide further details

Do You have written procedures regarding Employee and industrial relations issues?

Yes  No

Please provide a % breakdown of the Group Total Gross Consolidated Revenue disclosed above by State or Territory:

ACT	NSW	VIC	QLD	SA
<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %
WA	TAS	NT	Overseas	Total
<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %	<input style="width: 90%;" type="text"/> %

## INADEQUATE SPACE TO ANSWER

If there is inadequate space to answer any information on this Proposal form or You need to disclose something to Us because of Your Duty of Disclosure, please complete "Additional Information" field below giving full details of additional information.

Additional Information

## FILES / ADDITIONAL DOCUMENTS

If You have any additional documentation You need to provide then please attach copies to this Proposal.

## 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).

I confirm that I am authorised by the Company and its Directors to complete, sign and submit this Proposal on behalf of the Company and its Directors.

NAME

TITLE

SIGNATURE

DATE (DD/MM/YY)