



Management Liability

Your Award Winning Insurer



IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS RENEWAL DECLARATION

A. 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.

B. Claims Made and Notified Policy

This proposal form is for Insurance on a "Claims made and Notified" basis. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. It does not provide cover for:

- claims arising from an event which occurred before the policy's "retroactive date" where such a date is specified in the schedule;
- claims made after the period of cover expires (even where the event giving rise to the claim occurred during the period of cover);
- claims made, threatened or intimated before the period of cover commenced;



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- claims arising from facts or circumstances of which you first became aware before commencement of the policy and which you knew or ought reasonably to have known, had the potential to give rise to a claim under the policy of any previous policy;
- claims arising from circumstances noted on the proposal form or any previous proposal form.

C. Subrogation Agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the Insurer will not cover you under the insurance for such loss or damage.

D. Privacy Statement

Berkley Insurance Australia handles your personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

Consent

By requesting us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure of personal information you have provided to us for the purposes set out in our Privacy Policy.

How we collect your personal information

Generally we collect personal information from you or your agents. Personal information may also be collected by us from our agents and service providers; other insurers and insurance reference bureaus; third parties who may claim under your policies; service providers who assist us in investigating, processing and settling claims; third parties who may be arranging cover for a group that you are part of; statutory, regulatory and law enforcement bodies and from publicly available sources.

Why we collect personal information

The personal information we collect enables us to provide our products and services. This may include processing and settling claims; offering products and services that may be of interest to you and conducting market research for products and services that may be relevant to you.

You can choose not to receive product or service offering from us by calling (02) 92758500 Eastern Standard Time 9am to 5pm Monday to Friday inclusive. For further information, you can access our Privacy Policy at www.berkleyinaus.com.au

Who we disclose your personal information to

Your personal information may be disclosed to other parties with whom we have business arrangements for purposes set out in the paragraph above. These parties may include insurers, intermediaries, reinsurers, related companies, our advisers and parties involved in claims assessment, processing, investigation and settlement.

Where required by law, we may also disclose information to government, law enforcement, dispute resolution and statutory or regulatory bodies.

Personal information about others

Where you provide personal information about others, you represent to us that you have made them aware that you will do so, the types of third parties we may disclose it to together with the purposes we and our third parties use it for, how they can access such information and how complaints can be made.

Where you provide sensitive information about others, you represent to us that you have obtained their consent. If you have not, and will not do so, you must tell us before you provide the sensitive information.

Overseas Disclosure

Your personal information may be disclosed to other companies in the Berkley group, reinsurers and service providers that may be located in Australia and overseas. The countries this information may be disclosed may vary from time to time but may include the United States of America and other countries where the Berkley group has a presence. Any information disclosed may only be used for the purposes detailed above.

Accessing your personal information and dealing with complaints

You may request access to the personal information we hold about you by calling us at any time.

Our Privacy Policy details how you can make a complaint about a breach of the privacy principles as set out in the Privacy Act 1988 (Cth) and our complaints process.

Our Privacy Policy is available at www.berkleyinaus.com.au

Contact Details

Berkley Insurance Australia

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Berkley Insurance Company, trading as Berkley Insurance Australia (“We”, “Us”) may issue a policy to replace your expiring professional indemnity policy underwritten by Us.

In underwriting and issuing a replacement policy, we may rely on all disclosures, proposals, declarations and representations made by you to us in this form, including those in previous proposal forms and/or declarations submitted to Us.

If any details of your business or activities performed have changed since you completed last year’s proposal form and/or declaration or any disclosures, proposals, declarations and representations made by you to Us are no longer true, complete or accurate, you must advise Us.

If you do not advise us of any material changes, coverage under the proposed Insurance policy may be altered or void. If there are any material changes to notify, please ask your insurance broker for a full proposal form.

SECTION 1 - DETAILS OF THE PROPOSER

1. Full Name of the Organisation				
2. Trading Names				
3. Type of Organisation	<input type="checkbox"/> Private Company	<input type="checkbox"/> Public Company	<input type="checkbox"/> Trust	<input type="checkbox"/> Not for Profit
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Other(specify)	
4. ABN				
5. Principal Address				

If insufficient room to note all entities, please attach an addendum to the renewal declaration.

SECTION 2 - DESCRIPTION OF OPERATIONS

6. Describe the Company’s business activities:

SECTION 3 - FINANCIAL INFORMATION

7. Annual turnover/revenue	Last Year (Actual) FYE_____/ 20_____	\$
	Current Year (Estimate) FYE_____/ 20_____	\$
8. Total Assets	\$	
9. Are there any facts or circumstances which may affect the ability of the Company to meet its debts as and when they fall due?	No <input type="checkbox"/> Yes <input type="checkbox"/>	
10. Have there been (in the last 24 months) or are there proposed, any changes to the capital structure of the Company?	No <input type="checkbox"/> Yes <input type="checkbox"/>	
11. After full enquiry has the Company or any director, officer or employee suffered any loss whilst in this or any other business which was or could have been covered under a management liability policy?	No <input type="checkbox"/> Yes <input type="checkbox"/>	

12. After full enquiry is the proposer aware of any circumstance or incident which has or could result in any loss which could be covered under a management liability policy? No Yes

If you answered "YES" to any of the above, please provide full details.

SECTION 4 - EMPLOYEE INFORMATION

13. Number of Directors

14. Please confirm all of your Directors have applied for and been allocated Director ID numbers No Yes

15. Number of Employees in each state:

ACT	NSW	NT	QLD	SA	TAS	VIC	WA	O/S

16. Has the Company had any terminations or redundancies in the last 12 months? No Yes

17. Does the Company anticipate any terminations or redundancies in the next 12 months? No Yes

Please provide additional information confirming the reason for the retrenchments and the procedures followed/used when performing retrenchments.

SECTION 5 - FRAUD CONTROLS

18. Is there an annual audit of the Company's accounts? No Yes

19. Is there an annual independent count of physical stock against inventory records (where the count is performed by a person who is not the same person performing the inventory check)? No Yes

20. Is dual authorisation required on all payments (including but not limited to cheques, EFT, refunds)? No Yes

21. Does the Company segregate duties so that the same person cannot control any of the following activities from commencement to completion without referral to others (ie. Financial Controller,

- a) Signing cheques, preparing cheque requisitions or reconciling bank statements No Yes
- b) issuing funds transfer instructions above \$5,000 No Yes
- c) Refund of monies or return of goods above \$5,000 No Yes

22. Is there controlled access to all locations / computer terminals? No Yes

23. Does the Company maintain a master list of authorised suppliers? No Yes

24. Does the Company verify new customer or supplier bank account information (including name, address and bank account number) prior to initiating any financial transaction with such supplier or customer? No Yes

25. Does the Company have call-back procedures with customers or suppliers to authenticate any fund transfer instructions greater than \$50,000 prior to transfer? No Yes

26. Upon receipt of any email requests to change supplier or customer bank account details (including account number, email address, contact information, bank routing number), do you:

- a) Have direct call-back procedures in place (i.e. other than responding via email) to the contact phone number in place prior to receipt of the change request? No Yes
- b) Require internal dual signoff from a supervisor or authorised person prior to initiating the change request? No Yes

SECTION 6 - WORKPLACE HEALTH & SAFETY

27. Have there been any updates or changes to the Company's workplace health & safety procedures since last renewal? No Yes

28. Please provide further details of any information that is relevant to your WH&S obligations:

SECTION 7- INDEMNITY LIMIT

29. Please indicate the limit of Indemnity required:

- a) \$1,000,000
- b) \$2,000,000
- c) \$5,000,000
- d) Other

SECTION 8- DECLARATION

I declare that I am authorised to complete this Proposal Form (Proposal) on behalf of the Company and that to the best of my knowledge and belief the statements and particulars in this Proposal are true and correct and no material facts have been omitted or misrepresented. I undertake to inform Berkley Insurance Australia (BIA) of any change to any material fact which occurs before any insurance based on this Proposal is entered into (up to an including the policy inception date).

By completing and signing this Proposal you acknowledge, accept and agree that in underwriting and issuing a policy (including replacement policies) BIA does and will rely on all disclosures, proposals, declarations and representations made by you to BIA.

Date

Name of authorised individual/partner/principal/director

Signature of authorised individual/partner/principal/director
