

# Association Liability Insurance Proposal

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239 545



You must read this notice before you complete the application form.

## 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.

## Claims made

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers you for claims made against you and notified to us during the period of insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);
2. claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to the commencement of the period of insurance;
5. facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; and
6. claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practical after you become aware of those facts but before the expiry of the period of insurance, you may have rights under section 40(3) of the *Insurance Contracts Act 1984 (Cth)* to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that you are not covered for claims made against you after the expiry of the period of insurance.

## The applicants for insurance

In this proposal the Applicants for insurance are:

- The Association (that being the company or organisation named in this proposal);
- The Insured Person(s) as defined in the policy wording; and
- Any Outside Entity or Outside Directorship for which cover is sought.

Before completing this proposal, enquiries should be made with each proposed Insured in relation to the questions and declarations to be completed on their behalf.

All terms highlighted in **bold type** are defined in QBE's standard policy wording.

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.



### C. Financial Position of the Association

Has there been any change in the financial position of the **Association** or is there any trend or event not reflected in the Annual Report and financial statements attached to this Proposal, that might materially affect the financial position shown in those statements?

Yes  No

Is any proposed **Insured Person** aware of facts or circumstances that might affect the ability of the **Association** to meet all its debts as and when they fall due?

Yes  No

If 'Yes' to any of the above, please supply details.

### D. Activities of the Association

Does the **Association** provide legal aid services, financial services, computer or information services or other advisory services?

Yes  No

Is the **Association** engaged in any form of research, development, experimentation or testing?

Yes  No

Does the **Association** conduct any activity which evaluates or sets standards for the qualification and performance of others or the quality of products manufactured or sold?

Yes  No

If 'Yes' to any of the above, please supply details.

Does the **Association** issue any brochures or other promotional material describing its activities or services?

Yes  No

If Yes, please supply copies.

Does the **Association** promote, sponsor or provide any form of insurance to its members?

Yes  No

If Yes, does the **Association** act as an insurance agent?

Yes  No

If Yes, please supply details of such agencies including names of insurers and products offered.

### E. Claims History of Directors, Officers and Board or Committee Members

Has there been, or is there now pending, any **Claim** against any proposed **Insured Person**, in their capacity as a director, officer, secretary, board or committee member or employee of either the **Association** or any other company, organisation, association or trust?

Yes  No

Do any circumstances exist that might give rise to a **Claim** against any proposed **Insured Person**?

Yes  No

If 'Yes' to any of the above, please supply details.

### F. Claims History of Association

Has there been, or is there now pending, any action, litigation or other proceeding against the **Association**, including any action, litigation or other proceeding brought under or pursuant to any Commonwealth, State, or Territory legislation?

Yes  No

Has there been or is there now pending any investigation, examination, inquiry or other proceedings in relation to the affairs of the **Association**?

Yes  No

Do any circumstances exist that might give rise to any event described above?

Yes  No

If 'Yes' to any of the above, please supply details.

### G. Insurance Cover

Does the **Association** presently carry, or has the **Association** ever carried, Association Liability or Directors and Officers Liability Insurance?

Yes  No

If 'Yes', please provide details:

Insurer	<input type="text"/>
Expiry date (dd/mm/yyyy)	<input type="text"/>
Limit of indemnity (\$)	<input type="text"/>
Premium (\$)	<input type="text"/>

Has the **Association** or proposed **Insured Person** ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed?

Yes  No

If 'Yes', please provide details:

## H. Application for Cover

Limit of indemnity required (\$)

Deductible/excess requested (each and every claim) (\$)

Extensions:

- Automatic Extensions:

- |   |                        |
|---|------------------------|
| - Advance Payment of Defence Costs Automatically included | Automatically included |
| - Trade Practices and Related Legislation                 | Automatically included |
| - Occupation Health and Safety                            | Automatically included |
| - Breach of Contract                                      | Automatically included |
| - Libel and Slander                                       | Automatically included |
| - Infringement of Copyright                               | Automatically included |
| - Fraud and Dishonesty                                    | Automatically included |
| - Loss of Documents                                       | Automatically included |
| - Insured v Insured                                       | Automatically included |

- Please indicate any Optional Extension for which you seek cover.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| - Increased Aggregate Limit of Indemnity (Reinstatement) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| - Outside Directorship (Blanket and Run-off Cover)       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| - Fidelity   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| - Trusteeship (Blanket and Run-off Cover)                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

PLEASE NOTE:

- If cover is requested for any Optional Extension, then QBE may require additional information and reserves the right to charge any additional premiums as it may require.
- If cover is required for the **Fidelity Extension** then the following section Fidelity Cover must be completed.
- If cover is required for the **Outside Directorship Extension**, please supply full details of all **Outside Directorships**, including the name of the **Outside Entity** and details of any Association Liability or Directors & Officers Insurance held by the **Outside Entity**. Please note that it is not necessary to submit Annual Reports or financial statements for any **Outside Entity** unless requested by QBE.

Outside Entity	Details of Insurance			
	Insurer	Limit	Deductible/Excess	Expiry Date (dd/mm/yyyy)

## I. Fidelity Cover

Fidelity cover

(To be completed only if you are applying for the fidelity extension)

Do you presently carry any fidelity guarantee insurance?

Yes  No

If 'Yes', please provide details:

Insurer	<input type="text"/>
Expiry date (dd/mm/yyyy)	<input type="text"/>
Limit of indemnity (\$)	<input type="text"/>
Premium (\$)	<input type="text"/>

Has the business sustained any loss through the fraud or dishonesty of any employee?

Yes  No

If 'Yes', please provide details and state precautions taken to prevent a recurrence.

Is any member of your staff allowed to handle cash or transferable documents or sign cheques on his/her signature alone?

Yes  No

How often and by whom are the entries in the cash book checked with vouchers and reconciled with bank statements and returned cheques?

Do you always require and obtain satisfactory references when engaging employees?

Yes  No

## J. Declaration and authorisation

I/We the undersigned authorised **Insured Persons**, after enquiry declare as follows:

- I am/We are authorised by each of the other Applicants to make this Proposal.
- I/We have read and understood the Notice to the Proposed Insured on the front of this Proposal.
- I/We have read this Proposal and the accompanying documents and acknowledge the contents of same to be true and complete.
- I/We understand that, up until a contract of insurance is entered into, I am/We are under a continuing obligation to immediately inform QBE of any change in the particulars or statements contained in this Proposal or in the accompanying documents.

Although the signing of this Proposal does not bind the Applicants to effect insurance, the Applicants acknowledge that the particulars and statements contained in this Proposal and in the accompanying documents shall be the basis of the contract should a Policy be issued; and further, the Applicants acknowledge that the Proposal and the accompanying documents will be incorporated in the Policy.

Signed: Chairman/President

Date (dd/mm/yyyy)

Signed: Managing Director/Chief executive officer

Date (dd/mm/yyyy)

Please enclose with this Proposal:

- The last two (2) Annual Reports and financial statements (including audit report) of the Association.
- Copy of the Indemnity Clause (if applicable).

**Please return the completed application form to your financial services provider.**

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035