



BODY CORPORATE ELITE
DECLARATION
MANAGEMENT COMMITTEE LIABILITY
(Office bearers Liability)

Completing the Declaration

- Please read the "Statutory Notice" before completing this Declaration.
- Please answer all questions in full leaving no blank spaces.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

Management Committee Liability coverage is written on a claims made basis. Except as otherwise provided, this policy will cover only claims first made against the insured during the policy period. Please note that the defence costs provision of this policy stipulates that the limits of liability may be completely exhausted by the cost of legal defence. Any deductible may be similarly reduced or exhausted by defence costs.

PLEASE READ THE POLICY CAREFULLY

Applicant Information

Applicant Name:		Strata Plan/Lot Number:
Building Address:		
Key Contact:		Phone:
Is there a Strata Manager appointed? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, please provide details below:		
Property Management Company:		Strata Manager:
Address:		Phone Number:

1. Prior Insurance

Prior Insurance		
(a) Has the Applicant ever been refused office bearers liability insurance or had a similar policy cancelled? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach details.		
(b) Does the Applicant currently have office bearers liability insurance? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the following details:		
Insurer:	Limits:	Policy Period:

2. Notifications & Claims

Prior Knowledge & Warranty	Details
Note: This section need not be completed if this proposal is with respect to a renewal of a current Chubb Insurance Company of Australia Limited Management Committee Liability.	
(a) Has the Applicant or any person proposed for coverage given notice under the provisions of any prior or current office bearers insurance policy or similar insurance of facts or circumstances which might give rise to a claim being made against any such person?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach details.
(b) Has there been or is there now pending against the Applicant or any office bearer of the Applicant a claim against them in their capacity as such? It is agreed that any such claim is excluded from the proposed coverage.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach details.
(c) Within the last three years, has the Applicant, its directors, officers and/or any other proposed insured person received any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory, body, or any other party? It is agreed that if such facts or circumstances exist, any claim, action or proceeding arising therefrom is excluded from the proposed coverage.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide specific details.

FALSE INFORMATION

Any person who, knowingly and with the intent to defraud any insurance company or other person, files a declaration containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

DUTY OF DISCLOSURE

Is there any other matter you should advise us of in accordance with your duty of disclosure? If yes, comment in space provided below.

DECLARATION

1. I/We have read the Important Notices at the head of this Declaration.
2. I/We declare that the answers above are true and correct and I/We have discharged my/our duty of disclosure.
3. I/We agree that the person completing this Declaration wholly or in part does so as my/our agent and not that of Chubb Insurance Company of Australia Limited.

/ /

Signature of an Executive Officer of the Applicant

Date

Name & Title

STATUTORY NOTICE

A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE

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 the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer'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 the Insurer 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 the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

B UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

C CLAIMS MADE DURING THE POLICY PERIOD

This policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred.

D NOT A RENEWABLE CONTRACT

Cover under this policy will terminate at expiry of the Policy Period specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

E CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

F SUBROGATION

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.