



Chubb Insurance Company of Australia Limited
A.B.N. 69 003 710 647 A.F.S. Licence No: 239778
Locked Bag No 13, Australia Square, 1215
Level 36, Tower Building, Australia Square, 264-278 George Street,
Sydney, NSW, 2000

NOT FOR PROFIT ORGANISATION LIABILITY INSURANCE

PROPOSAL

Completing the Proposal Form

- Please read the "Statutory Notice" before completing this proposal form.
- 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.

Not For Profit Organisation 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

1. GENERAL INFORMATION

Principal Organisation: _____ Date of Incorporation: _____

Principal Address: _____

2. OPERATIONS

• Nature of Operation: _____

• Does the **Principal Organisation** have tax exempt status? Yes No

• Is there or has there been any dispute as to the **Principal Organisation's** tax exempt status? Yes No

If yes, please provide specific details.

• Does the **Principal Organisation** have any subsidiaries or control any other entity for which it is requesting coverage under this policy? Yes No

If yes, please attach a description of the operations, ownership, and tax status of each such entity.

• Does the **Principal Organisation** publish any magazines, periodicals or newsletters? Yes No

If yes, please attach a copy of each.

3. EMPLOYMENT INFORMATION

- Total number of employees? _____ volunteers? _____
- How many employees have been terminated in the last year? _____
- Does the **Principal Organisation** have formal written procedures for hiring and terminating employees ? Yes No

4. PAST ACTIVITIES

Within the last three years, has the **Principal Organisation**, 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? Yes No

If yes, please provide specific details.

5. PRIOR INSURANCE

Has the **Principal Organisation** ever been refused this type of cover or had a similar Policy cancelled? Yes No.

Please indicate previous coverage on the lines below. If none, ignore this section and move on to section 6, Prior Knowledge/Warranty.

Insurer: _____ Policy Period: _____
Limit: _____ Deductible: _____ Premium: _____

Attach a copy of the prior Proposal with any prior insurer. The Company will be relying upon the declarations and statements contained in such prior Proposal and those declarations and statements shall be considered to be incorporated in and form part of the policy of the Company.

6. PRIOR KNOWLEDGE/WARRANTY

Please answer the following only if there has been no previous coverage:

No person proposed for coverage is aware of facts or circumstances which he or she has reason to suppose might give rise to a future claim that would fall within the scope of the proposed coverage, **except** _____; Use additional paper for details as may be necessary. (If there are no exceptions, please state "**no exceptions**" on the line provided above).

It is agreed that if such facts or circumstances exist, whether or not disclosed, any claim arising from such facts or circumstances is excluded from this proposed coverage.

7. FALSE INFORMATION

Any person who, knowingly and with intent to defraud any insurance company or other person, files a proposal for insurance 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.

8. STAMP DUTY

Please state the total number of employees located in the following states and overseas:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S

9. GST

Australian Business Number: _____

Do you or any other entity Insured under the policy intend to claim an Input Tax Credit for the premium of the Policy? Yes No

If so, to what extent is an Input Tax Credit being claimed by any and which Insured's? (eg answer – full claim or %)?

10. ADDITIONAL INFORMATION

As part of this proposal, please attach the following (where applicable).

- (a) Most recent Audited Annual Financial Statement (include balance sheet and income statement).
- (b) A complete list of the current board of directors and executive officers.
- (c) A copy of the articles of association/incorporation (or charter) and brochures descriptive of operations and/or purpose.

11. DECLARATIONS AND SIGNATURE

The undersigned declares that to the best of his or her knowledge and belief that the statements set forth herein are true. Although the signing of this Proposal does not bind the undersigned on behalf of the **Principal Organisation** or its directors, officers or other insured person to effect insurance, the undersigned agrees that this Proposal and its attachments shall be the basis of the contract should a policy be issued and shall be attached to and form part of this policy. The Company is hereby authorised to make any investigation and inquiry in connection with this Proposal that it deems necessary.

DATE _____ SIGNED _____ TITLE _____
*EXECUTIVE DIRECTOR,
CHAIRMAN, OR PRESIDENT*

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 PERIOD OF INSURANCE

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 Period of Insurance 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.