



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

PROPOSAL FORM FOR TRUSTEES' LIABILITY INSURANCE

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.

Trustees' 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 READ THE POLICY CAREFULLY

1. SCHEME PARTICULARS

- **Superannuation Fund(s):**

- **Contact Name and Address:**

Contact Name: _____

Postal Address: _____

Telephone No: _____ Facsimile No: _____

- **Names of All Present Trustees:**

- Has the **Fund(s)** elected to become regulated **Fund(s)** under the Superannuation Industry (Supervision) Act (SIS)?

Yes No

If so, has it elected to:

(a) Form a corporate trustee? Yes No

(b) Become a pension fund? Yes No

- Is the **Fund(s)** predominantly:
 - (a) Accumulation Yes No
 - (b) Defined Benefits Yes No
 If yes for (b), is the **Fund(s)** underfunded or overfunded as attested to by an actuary? _____

- Has the **Fund(s)** ever received a notice of non compliance from the Insurance and Superannuation Commission? Yes No
 If yes, why? _____

2. GENERAL INFORMATION

- Name of **Principal Organisation/Employer**: _____

- Names of other Employers participating in the Scheme: _____

- Nature of Business: _____

- Name and Percentage of any shareholder owning 50% or more of the Principal Organisation? _____

3. SCHEME ADMINISTRATION/CONSULTANTS

- | | | | | |
|---|-----------------------------|--------------------------|--------------------------|-------------|
| • | <u>Administration</u> | <u>Yes</u> | <u>No</u> | <u>Name</u> |
| | Life Office | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Professional Administrators | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Accountants | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Others (specify) | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
-
- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------|
| • | <u>Consultant</u> | <u>Yes</u> | <u>No</u> | <u>Name</u> |
| | Life Office | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Professional Consultants | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Accountants | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Solicitors | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | Others (please specify) | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
-
- Is an Actuary required in terms of the Deed or the Superannuation Industry (Supervision) Act? Yes No
 If yes, who provides the actuarial advice? _____

4. SCHEME INVESTMENT AND INSURANCE SCHEME

- | <u>Investment Manager</u> | <u>Yes</u> | <u>No</u> | <u>Name</u> |
|---|--------------------------|--------------------------|-------------|
| Life Office Managed Fund | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| Banks, Merchant Banks or Fund Manager | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| Investments managed directly by Trustees or Sponsoring Employer | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

- What Insurance Protection has been arranged for the **Fund**?
 Example: Group Life Policy, Salary Continuance Policy, Individual Life Policies, Other

5. MEMBERSHIP/FUND DETAILS

- | | | | |
|--|-----------|-----------|-----------|
| Please state approximate number of: | 200 _____ | 200 _____ | 200 _____ |
| Active members in the Fund | _____ | _____ | _____ |
| Pensioners currently in payment in Fund | _____ | _____ | _____ |
| Deferred members in the Fund | _____ | _____ | _____ |
| Preserved members in the Fund | _____ | _____ | _____ |
| Total Contributions made during Year | _____ | _____ | _____ |
| TOTAL ASSETS | ===== | ===== | ===== |

- Has the scheme accepted liability for benefits for the majority of members of any previous superannuation arrangements? Yes No

If yes please give details of the previous arrangements absorbed in the past five years.

 - Commencement date of **Fund** _____
 - Date of last actuarial valuation (if applicable) _____
 - Date when **Fund** accounts were last audited _____

6. TRUSTEES FIDELITY INSURANCE

NOTE: Only complete this section (6) if you require Trustees Fidelity Insurance.

- **External Audits**

- Have the Trustees' complied with all recommendations made as a result of the most recent audit of the **Superannuation Fund(s)**? Yes No

Please attach the auditors' report and the Trustees' response.

- **Internal Audits/Reviews**

Is there an internal review of the control procedures employed by the **Superannuation Fund(s)**? Yes No

If yes:

- Who performs such reviews? _____
- How often are the reviews carried out? _____
- To whom are the findings reported? _____
- Have all the resulting recommendations been complied with? Yes No
If no, why? _____

- **Computer Security**

- With respect to computer instructions and transactions, please describe controls in your contractual agreements with third parties which allow verification of the identity of sender and the accuracy of instructions (e.g: written verification, call back procedures etc).

7. PAST ACTIVITIES

- Has any Trustees' Liability/Professional Indemnity insurance been cancelled or renewal refused by an insurer? Yes No
- Have any claims (whether covered by insurance or not) been made against the Administrator or the Trustees during the past five years? Yes No
- Is the Administrator or any of the Trustees aware of any circumstances which may result in a claim being made? Yes No

If the answer to any of the above questions is yes, please provide full details (continuing on a separate sheet of paper if necessary).

8. PRIOR INSURANCE

Does the **Principal Organisation** or any **Subsidiary** currently have trustees' liability insurance? Yes No
If no, skip to Section 9 and answer the warranty statement.

If yes, please provide the following:

Insurer	Limits	Deductible	Policy Period
_____	\$ _____	\$ _____	_____

Has the **Principal Organisation**, a **Subsidiary** or any **Insured Person** given written notice under the provisions of any prior or current fiduciary liability policy of specific facts or circumstances which might give rise to a claim being made against any **Insured**? Yes No

If yes, attach details.

Have any loss payments been made on behalf of any **Insured** under any trustees' liability policy or similar insurance? Yes No.

If yes, attach details.

9. CONTINUITY WITH PRIOR COVERAGE

Note: This section applies only if you currently have coverage and request continuity of coverage.

Continuity date requested _____

If continuity of coverage is requested:

- (a) attach a copy of the prior proposal with which continuity of coverage is to be maintained.
- (b) 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.

10. PRIOR KNOWLEDGE/WARRANTY

Note: This section applies if you have requested continuity of coverage and your request has not been accepted or granted or if there is no prior coverage. In addition, this section need not be completed if this proposal forms part of a renewal of a current Chubb Insurance Company of Australia Limited trustees' liability insurance policy.

Is any person proposed for coverage cognisant of any facts or circumstances (a) which he or she has reason to suppose might afford valid grounds for any future **Claim(s)** such as would fall within the scope of the proposed coverage or (b) which indicate the probability of any such **Claim(s)**? Yes No

If yes, please give details: _____

It is agreed that if such facts or circumstances exist, any **Claim** or action arising therefrom is excluded from this proposed coverage.

11. 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.

12. **REQUESTED LIMIT:** _____

13. **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

14. **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 %)?

15. **ADDITIONAL INFORMATION**

Please enclose with this proposal form:

- (a) The latest Audited Annual Report of the **Principal Organisation(s)**.
- (b) The latest Annual Report of the **Superannuation Fund(s)**.
- (c) The latest Annual Trustee Report.

16. **DECLARATION AND SIGNATURE**

The undersigned authorised **Trustee** of the **Superannuation Funds** declares that to the best of his or her knowledge and belief the statements set forth herein are true, and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of this insurance. Although the signing of the Proposal Form does not bind the undersigned on behalf of the **Trustees** or **Principal Organisation** to effect insurance, the undersigned agrees that this form and the said statements herein shall be on the basis of and will be incorporated in the Policy should one be issued.

The undersigned, on behalf of the **Trustees** of the **Superannuation Funds**, acknowledges that the Statutory Notice contained herein has been read and understood.

Signed: _____ Date: _____

Title: _____
Chairman of the Board of the Corporate Trustee or authorised signatory of the board of **Trustees**.

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.