



**Chubb Insurance Company of Australia Limited**  
ABN 69 003 710 647 A.F.S. Licence No: 239778

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**ALPHA BY CHUBB  
INSURANCE FOR INVESTMENT MANAGERS  
PROPOSAL FORM**

**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.
- It is agreed that whenever used in this proposal form, the term Applicant shall mean the Principal Organisation and all its Subsidiaries, as defined in the Alpha by Chubb Insurance Policy ("the policy") and that the terms 'Claims', 'Policy Period', 'Defence Costs', 'Fund' or 'Mandate' are in accordance with the policy.
- The headings in this proposal are solely for convenience.

The Liability Coverage Sections of the Alpha by Chubb policy are written on a claims made basis. The Liability Coverage Sections of the policy cover only Claims first made during the Policy Period or any Extended Reporting Period. The Crime Coverage Section of the Alpha by Chubb policy is written on a loss discovered basis. The Crime Coverage section of the policy covers only loss first discovered during the Policy Period. For all Coverage Sections of the Alpha by Chubb policy the limit of liability to pay damages or settlements will be reduced and may be exhausted by the payment of Defence Costs.

1. Name of Applicant:
  2. Is the Applicant listed on the Australian Stock Exchange? Yes  No
  3. Please provide the name and ownership percentage of any shareholder owning more than 10% of any issued shares of the Applicant:
  4. Coverage requested:
    - Professional Liability Insurance Yes  No
    - Directors and Officers' Liability Insurance Yes  No
    - Crime Insurance Yes  No
    - Dedicated Additional Limit for Executives (PI) Yes  No
    - Dedicated Additional Limit for Executives (D&O) Yes  No
- Limit of Liability for each Coverage Section:
- |                        |    |
|------------------------|----|
| Professional Liability | \$ |
| Directors and Officers | \$ |
| Crime                  | \$ |
| DAL (PI)               | \$ |
| DAL (D&O)              | \$ |

Aggregate Limit of Liability each Policy Period     \$  
Deductible Requested     \$

5. Please complete the attached Schedule of Proposed Funds and Mandates on Page 5.
6. Please provide the following documents and information:
- (a) Latest prospectus / product disclosure statement / offer memorandum provided to customers in respect of each Fund in respect of which cover is requested
  - (b) Contractual agreements with customers for Mandates in respect of which cover is requested
  - (c) Latest investment performance report for each Fund and Mandate.
  - (d) Latest financial report of the Applicant
  - (e) Independent analysts' reports in respect of any Fund in respect of which cover is requested
7. Please provide the names of the providers of the following services to the Applicant (where they differ by Fund please specify for each):
- (a) Custody:
  - (b) Registry:
  - (c) Administration:
  - (d) Stockbroking / dealing:
  - (e) Fund Management:
  - (f) Trustee:
8. Please advise how the Applicant's Fund products are distributed:
9. Please advise how many staff the applicant has:
10. **PRIOR KNOWLEDGE / WARRANTY**

**Note:** This section need not be completed if this proposal is with respect to a renewal of a current Alpha by Chubb insurance policy.

- (a) Has the Applicant or any person proposed for coverage given notice under the provisions of any prior or current professional liability insurance, fidelity bond or directors' & officers' liability insurance policy or similar insurance of facts or circumstances which might give rise to a claim being made against any such person?  
If yes, please attach details     Yes  No
- (b) Have any loss payments been made on behalf of any Applicant or any person proposed for coverage under any professional liability, fidelity bond or directors' and officers liability insurance or similar insurance?  
If yes, please attach details.     Yes  No
- (c) Has there been or is there now pending against any suits claims or proceedings against any Applicant or any person proposed for coverage?  
If yes, please attach details.     Yes  No

It is agreed that any such claim is excluded from the proposed coverage.

- (d) Is any person proposed for coverage cognisant of any facts or circumstances which:
- (i) 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? Yes  No
  - (ii) indicate the probability of any such claim(s)? Yes  No
- If yes to either of the above questions, please attach details.

It is agreed that if such facts or circumstances exist, any claim, action or proceeding arising therefrom is excluded from the proposed coverage.

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## 11. STAMP DUTY

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

NSW	VIC	ACT	QLD	SA	WA	TAS	NT	O/S

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## 12. DECLARATION AND SIGNATURE

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto 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 the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant and its directors and officers, to effect insurance, the undersigned agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant and its directors and officers, acknowledge that the Statutory Notice contained herein has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed: \_\_\_\_\_  
Print Name of signatory:

Date:

## 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 (Cth), 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 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. When you give notice in writing to us of facts that might give rise to a claim against you and you give that notice as soon as reasonably practicable after you become aware of those facts but before the cover provided by your insurance contract with us expires, we cannot refuse to cover you by reason only of the fact that the claim against you is actually made after that expiry date.

### C 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.

## OTHER IMPORTANT INFORMATION

### D 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.

### E 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.

### F 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.

