

# Forefront

## Proposal Form for Marketplace

### Important

#### Claims Made and Notified Insurance

Certain sections of the cover provided by the policy are provided on a claims made and notified basis. This means that they only cover claims made against you and notified in writing to Chubb during the period of insurance. The Insurance Contracts Act 1984 (Cth) (Act) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts the insurer is not relieved of liability under the policy in respect of the claim, when made, solely by reason that the claim is made after expiry of the policy. However, this is a right which arises solely under the Act and not under the insurance contract. The right does not arise unless the notice in writing is given before the policy expires and we may refuse to pay any subsequent claim, despite that the events giving rise to it or the circumstances alleged in it may have taken place during the Policy Period.

#### Completing this Proposal Form

- Please read the “Statutory Notice” before completing this proposal form.
- 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. Include all requested information and attachments.
- Any words in **Bold Print** in this proposal form are defined in the policy wording.
- Whenever used in this proposal form, the term ‘Applicant’ shall mean the **Organisation** and all its **Subsidiaries**.

#### A. Organisation Details

1. Insured Name:				
2. Business Name/Trading Name:				
3. ABN:				
4. Type of Organisation:	Private Company	Public Company	Trust	Not For Profit
	Partnership	Sole Trader	Financial Institution	
	Other, please specify:			
5. Principal Address:				

#### B. Insured Details

1. Business activity		
2. Does the Applicant undertake any property development services?	Yes	No
3. Does the Applicant want to add an additional insured name?	Yes	No

For each additional insured name please provide details:

*If additional space is required, please provide the remaining additional information on page 6.*

i. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	

**B. Insured Details (cont'd)**

ii. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
iii. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
iv. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
v. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	

**C. Financial Information**

Please provide the following information for all entities intended to be covered by the policy:

Current Year		Prior Year	
Financial Year		Financial Year	
Annual Revenue	\$	Annual Revenue	\$

*This section only needs to be completed for the following occupations: Information Technology, Construction, Retail, Utilities, Telecommunications or Medical Equipment Wholesalers, or if the Applicant requires a \$IOM limit of liability.*

Net Profit / Loss	\$	Net Profit / Loss	\$
Total Current Assets	\$	Total Current Assets	\$
Total Inventory	\$	Total Inventory	\$
Total Assets	\$	Total Assets	\$
Total Current Liabilities	\$	Total Current Liabilities	\$
Total Liabilities	\$	Total Liabilities	\$

1. Percentage of annual revenue derived from North America:

%

2. Total Number of Employees:

3. Number of employees in each state or territory or overseas:

VIC	NSW	WA	TAS	QLD	NT	ACT	SA	Overseas

**C. Financial Information (cont'd)**

4. Does the Applicant have employees based in North America?	Yes	No
i. Number of employees based in North America		
ii. Total number of employees in the states of California, Michigan, Pennsylvania, Texas, New York and West Virginia		
5. Does the Applicant: - derive any revenue from Russia, Belarus, or Ukraine; - have any operations, products, subsidiaries, employees, property or facilities in Russia, Belarus, or Ukraine; or - have any supply chain reliance on companies or resources located in Russia, Belarus, or Ukraine?	Yes	No

**D. General Questions**

1. Is the risk currently insured?	Yes	No
i. Holding Insurer		
2. Is the Applicant a Not for Profit?	Yes	No
3. Is the Organisation a subsidiary of another company?	Yes	No
i. Ultimate Parent Company Name (in full)		
ii. Country of Registration of Parent Company		
4. Does the Organisation or any of its Subsidiaries hold an Australian Financial Services Licence?	Yes	No
5. In the past 10 years have you, the Applicant or any named insured/business/corporation/director had an insurance policy cancelled, declined, non-renewed or had special terms imposed, been declared bankrupt or involved in a business which became insolvent?	Yes	No
i. Type		
ii. Year		
iii. Details		
6. Has any proposed Applicant suffered any loss, whether covered by insurance or not, that would have fallen within the scope of the proposed coverage?	Yes	No
i. Coverage		
ii. Date of Loss		
iii. Details of Loss		
iv. Amount of Loss (estimate occurred amount if open)		
v. Claim Status		
vi. Insurer		
7. Is any Applicant aware of any facts, circumstances, acts or omissions that may give rise to any future claims that would fall within the scope of the proposed coverage?	Yes	No
i. Coverage		
ii. Date		
iii. Details		
iv. Potential Amount		

## E. Policy Coverage

Please select the **Coverage Sections** you wish to purchase

1. Directors & Officers Liability <b>Coverage Section</b>	Yes	No
2. Employment Practices Liability <b>Coverage Section</b>	Yes	No
3. Crime <b>Coverage Section</b>	Yes	No
4. Statutory Liability <b>Coverage Section</b>	Yes	No
5. Kidnap, Ransom and Extortion <b>Coverage Section</b>	Yes	No
6. Cyber <b>Coverage Section</b>	Yes	No
7. Professional Liability <b>Coverage Section</b> (available for Not For Profits only)	Yes	No
8. Do you want a combined aggregate limit across all the <b>Liability Coverage Sections</b> ?	Yes	No

## F. Directors & Officers Liability Coverage Section

1. Does the Applicant wish to remove the <b>Financial Impairment</b> exclusion?	Yes	No
2. Is the Applicant a franchisor or franchisee?	Yes	No
3. Does the Applicant have a safety management system that complies with AS/NZ 4801?	Yes	No
4. Does the Applicant have an audit of its safety management system to ensure it remains effective and up to date in managing health and safety risks in the workplace?	Yes	No
5. Does the Applicant have in place hazard and incident reporting procedures which notify officers under relevant Occupational Health and Safety laws?	Yes	No
6. Are all employees, contractors, volunteers, work experience students and labour-hire employees trained and inducted with respect to the Applicant's Occupational Health and Safety procedures at the outset of their engagement with the Applicant?	Yes	No

## G. Employment Practices Liability Coverage Section

1. How many directors and/or employees have left the Applicant in the last 12 months?		
2. Does the Applicant anticipate any retrenchments or staff reductions within the next 12 months?	Yes	No

## H. Crime Coverage Section

1. Please list the number of locations in which the Applicant operates:		
- Australia / New Zealand - Number of locations		
- Asia - Number of locations		
- US/Canada - Number of locations		
- South America - Number of locations		
- Africa - Number of locations		
- Europe - Number of locations		
- Overseas Countries Details		
2. Are individuals' duties segregated so that no single person can control the process from start to finish for all:		
i. transfers of Applicant's funds (including deposits, funds transfers, withdrawals and countersignatures on cheques);	Yes	No
ii. payments and subsequent reconciliation of bank statements; or	Yes	No
iii. processing of refunds or returns of goods above \$1,000?	Yes	No

## H. Crime Coverage Section (cont'd)

3. Does the Applicant have call back procedures, using a previously known and pre-designated phone number to check authenticity of the instructions, in place for all:

i. unusual payment instructions purporting to come from the Applicant's senior management;	Yes	No
ii. instructions to change bank account details purporting to come from customers, vendors or suppliers; and	Yes	No
iii. funds transfer instructions with a value greater than \$25,000.	Yes	No
4. Does the Applicant have a <b>Social Engineering Fraud</b> risk management strategy in place and has the Applicant informed and alerted relevant staff at all locations and alerted relevant staff at all locations about <b>Social Engineering Fraud</b> ?	Yes	No
5. Prior to the first transaction with a new supplier, vendor or customer does the Applicant verify the existence of that supplier, vendor or customer?	Yes	No
6. If the answer to question 5 is Yes, is the verification process conducted by:		
i. someone different to the individual making the request to add the new supplier, vendor or customer; or	Yes	No
ii. someone that does not have the authority or ability to add the new supplier, vendor or customer?	Yes	No
7. Does the Applicant have a master vendor / supplier list?	Yes	No
8. Does the Applicant require management approval prior to amending any existing details (including name, address, phone number and bank account information) of vendors or suppliers on their master vendor / supplier list?	Yes	No
9. Are all invoices verified against a corresponding purchase order, receiving report, and authorised master vendor/ supplier list prior to issuing payment?	Yes	No
10. Any additional comments on Crime controls		

## I. Cyber Coverage Section

1. Which of the following IT security control processes does the Applicant have in place?

i. Encryption of sensitive data	Yes	No
ii. Data backup and recovery procedures	Yes	No
iii. Software patching procedures	Yes	No
iv. A cyber incident response plan	Yes	No
v. Business continuity and/or disaster recovery plans	Yes	No
vi. Antivirus and firewalls	Yes	No

## J. Professional Liability Coverage Section

1. Does the Applicant provide any of the following services:

i. Legal Services	Yes	No
ii. Financial Services	Yes	No
iii. Medical Services	Yes	No
iv. Scientific or Medical Research	Yes	No
v. Aged Care or Disability Care	Yes	No

## K. Declaration

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this record of answers and all attachments and schedules to this record of answers are true and notice will be given as soon as practicable should any of the above information change between the date of this record of answers and the proposed date of inception of the insurance. Although the signing of the record of answers does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this record of answers and all attachments and schedules to this record of answers and the said statements in this record of answers shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained in this record of answers has been read and understood.

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

Signature:	
Name:	
Position:	
Date:	

## L. Additional Information

*Please provide details for any additional insured names required. If any further additional entities need to be added to please attach a separate signed and dated sheet.*

vi. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
vii. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
viii. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
ix. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	
x. Additional insured name	
Relationship to principal insured	
Type of organisation	
Business of additional insured	
Shareholders and percentage held	

## Statutory Notice

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For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687 means “we”, “us” and “our”.

## Duty of Disclosure

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### Your 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.

### What you do not need to tell us

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.

## Where your Policy is Claims Made and Notified

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If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

### *Claims-Made and Claims-Made and Notified Coverages*

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by the Policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

### *Notification of Facts That Might Give Rise to a Claim*

Section 40(3) of the Insurance Contracts Act 1984 only applies to the claims-made and the claims-made and notified coverages available under the Policy.

Pursuant to Section 40(3) of the Insurance Contracts Act 1984, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the Policy expires, then we are not relieved of liability under the Policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the Policy. This is a right which arises solely under the Insurance Contracts Act 1984 (Cth) and not under the insurance contract.

However, if you, inadvertently or otherwise, do not notify the relevant circumstance or facts to us before the expiry of the Policy, you will not have the benefit of Section 40(3) and we may refuse to pay any subsequent claim, despite the events giving rise to it or the circumstances alleged in it may have taken place during the Policy Period.

## Other Important Information

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### Subrogation

You may prejudice your rights with regard to a claim if, without prior agreement from us, which shall not be unreasonably withheld or delayed, you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our 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 your policy.

### **Utmost Good Faith**

Every insurance contract is subject to the doctrine of utmost good faith which requires that all parties to the contract, including third parties, 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 us. Our failure to do so could result in a civil penalty.

### **Not a Renewable Contract**

Cover under your 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 record of answers prior to the termination of your current policy so that terms of insurance and quotation/s can be agreed.

### **Change of Risk or Circumstances**

It is vital that you advise us of any departure from your “normal” form of business (i.e. that which has already been conveyed to us). For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within. You can contact us using the below details under ‘Contact Us’.

## **Privacy Statement**

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In this Statement “**We**”, “**Our**” and “**Us**” means Chubb Insurance Australia Limited (Chubb).

“**You**” and “**Your**” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

### **Why We collect Your Personal Information**

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

### **How We obtain Your Personal Information**

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### **When do We disclose Your Personal Information?**

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, who must hold an Australian Financial Services Licence, and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### **Your Consent**

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.



### **Access to and correction of Your Personal Information**

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from [www.chubb.com/au-en/footer/privacy.html](http://www.chubb.com/au-en/footer/privacy.html) and return to:

Where your request concerns Chubb Insurance Australia Limited please return the form to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### **How to Make a Complaint**

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001  
+61 2 9335 3200  
[aulegal.privacy@chubb.com](mailto:aulegal.privacy@chubb.com)

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

## About Chubb in Australia

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Chubb is a world leader in insurance. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

## Contact Us

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Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

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Sydney NSW 2000  
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Chubb. Insured.<sup>SM</sup>

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