

Chubb Elite III Professional Indemnity Insurance

SME Proposal Form

All questions must be answered giving full and complete answers

Completing the Proposal Form

- Blanks and/or dashes, or answers 'known to insurers or brokers' or 'N/A' are unacceptable and may delay completion of your insurance.
- Upon completion, please print and sign and date the form and any supplementary questionnaire BEFORE sending your submission.
- This Proposal form is suitable for SME organisations with less than \$10,000,000 in annual revenue.
- Whenever used in this proposal form, the term 'Applicant' shall mean the Company and all its Subsidiaries as described in the policy wording. Any other capitalised words have the same meaning as the policy wording.

If there is insufficient space to complete a question, please attach a signed and dated addendum

A. General Information			
Full business name of Applicant:		ABN:	
Head office address:		Web site address:	
Occupation/industry:		Date established:	
B. Risk Information			
1. Detailed Professional Services provided to clients for a fee:			
2. Annual revenue:			
3. Annual fees from Professional Services:			
4. Annual fees from Professional Services provided in the USA or Canada:			
If more than 10% of overall fees, please provide further information (detailed scope of services provided, contract details, client details)			
5. Number of Employees:			
6. Has the Applicant ever been declined or refused professional indemnity insurance?			<input type="checkbox"/> Yes <input type="checkbox"/> No
7. In the last 5 years, have any claims for negligence or breach of professional duty, or any inquiry or disciplinary proceedings connected to professional services, been made against the Applicant or any predecessors in business or any prior practice of any of their present or former principals, directors or partners, or have circumstances been notified to insurer(s) which may give rise to a claim?			<input type="checkbox"/> Yes <input type="checkbox"/> No
8. After enquiry, is the Applicant or any of its the directors, principals or partners reasonably aware of any fact or circumstance which may give rise to a claim?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If answered Yes to questions 6, 7 or 8, please provide details:			

9. Does the Applicant provide services to, or work in, the following industries?

<input type="checkbox"/> Aviation	<input type="checkbox"/> Mining or Oil and Gas	<input type="checkbox"/> Utilities or power supply	<input type="checkbox"/> Financial or investment advice, or, mortgage or insurance broking
<input type="checkbox"/> Legal (including Lawyers and barristers)	<input type="checkbox"/> Medical practice or medical device development	<input type="checkbox"/> IT or technology development	<input type="checkbox"/> Biotech, clinical trial or pharmaceutical development

10. If the Applicant provides Bookkeeping or Accounting services, does the Applicant derive > 20% of fees (combined) from corporate advisory, insolvency, business valuations, M&A or prospectus work, or audit of public listed companies? Yes No

If Yes please provide details:

11. If the Applicant provides Real Estate services, does the Applicant derive > 20% of fees (combined) from commercial property management, property development, off the plan sales, or finance referrals? Yes No

If Yes please provide details:

12. Would the Applicant like Fidelity cover? Yes No

a) For Applicants providing Bookkeeping, Accountancy or Real Estate Professional Services only:

i. Does the Applicant verify new customer or supplier bank account information prior to initiating any financial transaction? Yes No

ii. Are dual authorities required for all fund transfers? Yes No

C. Stamp Duty

Please state total estimated revenue generated in the following states and overseas:

NSW	VIC	ACT	QLD	SA	WA	TAS	NT	O/S

1. Is the Applicant a Charity Organisation exempt from Stamp Duty in any State or Territory?

To verify your exemption status, a separate exemption certificate is required and needs to be attached for each state that is exempt

2. NSW Small Business Stamp Duty Exemption

I confirm that my client (policyholder) is/will be a CGT small business entity (within the meaning of section 152-10 (IAA) of the Income Tax Assessment Act 1997 of the Commonwealth) for the income year in which the insurance is effected or renewed and that I have obtained a declaration to that effect from my client which I am able to produce if requested to do so by the Chief Commissioner.

D. Declaration

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably practicable should any of the above information change 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, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal 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 proposal 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			
Title		Date	

Statutory Notice

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

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 the following will apply

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 your 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 (Cth) ("ICA") only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, 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 your policy expires, then we are not relieved of liability under your 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 your policy.

Other Important Information

Subrogation

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to 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 proposal form 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 as soon as reasonably practicable 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 your policy. You can contact us using the below details under ‘Contact Us’.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

Privacy Statement

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](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

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 and research, in relation to new products, services or information that may be of interest to You.

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 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:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- 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); and
- 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.

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 decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: 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:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907 Sydney NSW 2001

+61 2 9335 3200

Privacy.AU@chubb.com.

Contact Us

Chubb Insurance Australia Limited

ABN: 23 001 642 020 AFSL: 239687

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www.chubb.com/au

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