

Important Notices

Your Duty of Disclosure

Section 21 of the Insurance Contracts Act 1984 provides that before You enter into a contract of general insurance with an Insurer, You have a duty 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, upon 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.

However, Your duty of disclosure does not require You to disclose matters that:

- diminish the risk to be undertaken by the Insurer;
- that are of common knowledge;
- that Your Insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with Your duty is waived by the Insurer.

This duty of disclosure continues after this application form has been completed up until the Period of Insurance commences.

Consequences of Non-Disclosure

If You fail to comply with Your duty of disclosure, the Insurer may be entitled to reduce its 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.

Change of Risk or Circumstance

You should advise the Insurer as soon as practicable of any change to Your normal Business as disclosed in this application form, such as, but not limited to changes in location, acquisitions and new overseas activities.

Subrogation Clause

This Policy contains provisions which have the effect of excluding or limiting the Insurer's liability in respect of a Loss where You have prejudiced the Insurer's rights of subrogation, where You are a party to an agreement which excludes, or limits the Insurer's rights to recover the Loss from another party.

Cooling Off Period

Once cover has commenced You have a fourteen (14) day Cooling Off Period within which You may cancel this Policy and receive the full refund of all premiums paid.

To cancel Your Policy during the Cooling Off Period please send Us:

- Your written request to cancel this Policy
- This Policy document

The Cooling Off Period ceases if You make a claim before the fourteen (14) day Cooling Off Period has expired.

Privacy

Privacy Consent and Disclosure

Chartis follows the National Privacy Principles (“the NPPs”) in the Privacy Act 1988 (Cth). The NPPs apply to any personal information collected by Chartis.

Purpose of Collection

Chartis Australia collects information necessary to underwrite and administer Your insurance cover, to maintain and to improve customer service. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with Your Duty of Disclosure or to provide certain information may result in Chartis Australia either declining cover, cancelling Your insurance cover or reducing the level of cover.

In the course of administering Your Policy We may disclose Your information to:

- Another member of the Chartis group of companies either in the Commonwealth of Australia or overseas;
- Contractors or third party providers providing services related to the administration of Your Policy;
- Banks and financial institutions for the purpose of processing Your application and obtaining Policy payments;
- In the event of a claim, assessors, third party administrators, emergency providers, and medical providers;
- Enable us to advise you of our insurance products or services.

We will only disclose Your personal information to these parties for the primary purpose for which it was collected. In some circumstances Chartis Australia is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Business Details

Named Insured: _____

Trading as: _____

ACN: _____

Tax Status: ABN: _____ Taxable _____%

Postal Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Website: _____

Full description
of Your Business
activities: _____

Years in Operation: This Business: _____ years Any Similar Business: _____ years

Period of Insurance: From: ____/____/____ To: ____/____/____ expiring 4pm EST

Have you or any director/partner/manager of the business ever:

- | | | |
|----|--|----------|
| a. | had insurance declined or cancelled? | Yes / No |
| b. | had an insurer refuse or not invite renewal? | Yes / No |
| c. | had any special conditions imposed on a policy of insurance? | Yes / No |
| d. | had a special excess imposed on a policy of insurance? | Yes / No |
| e. | had a claim rejected under a policy of insurance? | Yes / No |
| f. | been declared bankrupt or put into receivership or liquidation? | Yes / No |
| g. | been charged with or convicted of a criminal offence? | Yes / No |
| h. | Any other matters you should disclose (see "Your Duty of Disclosure")? | Yes / No |

If you answered "Yes" to any of the above questions please provide complete details on a separate piece of paper.

Claims History

In the last five (5) years has the Company or its Directors or Employees sustained loss or damage (insured or not) of a type against which insurance is now being sought? If "Yes" please provide details.

Date:	Insurer:	Details:
____/____/____	_____	_____
____/____/____	_____	_____
____/____/____	_____	_____

(If insufficient space, please provide full details on a separate sheet of paper)

Premises Details

Main Location: _____
State: _____ Postcode: _____

Construction: Walls: Brick / Concrete Iron Wood Other: _____

Roof: Concrete Iron AC Sheeting Iron Other: _____

Floors: Concrete Wood Other: _____

No of Floors: _____ **Year Built:** _____

Security:

Does the Premises have a Burglar Alarm System? Yes / No

Type: 24 hour monitored Security cameras Securitel Dialler / Radio

Local siren only

Are there deadlocks and/or padlocks to all external doors? Yes / No

Fire protection:

Does the Premises have Fire Protection? Yes / No

Type: Sprinkler system Hose reels No. _____ Extinguishers No. _____
 Fire blanket

Does the Premises have an Automatic Fire Alarm and/or Smoke Alarm? Yes / No

Type: Connected to a Fire Station Connected to alarm monitoring company
 Local siren only

Other Business Details:

Are you the owner of the Premises? Yes / No
Interested Parties? _____

What interest do the above parties have?

Are any of the buildings or structures subject to heritage listing? Yes / No
Is any commercial cooking done at the Premises? Yes / No
 Thermostat Controlled? Yes / No
Are inflammable liquids or explosives stored at the Premises? Yes / No
 If "Yes", please list types and quantity: _____
 Are they kept in an approved flammable goods cabinet or store? Yes / No
Are the Premises connected to town reticulated water supply? Yes / No

Sum Insured

Section 1: Material Damage

Sum Insured
a. Buildings: \$ _____
b. Contents of Buildings: \$ _____
c. Stock in Trade: \$ _____
d. Other Property: \$ _____
Total Sum Insured And/Or Limit Of Liability: \$ _____

1.1.2 Burglary / Theft

Sum Insured
a. Contents of Buildings: \$ _____
b. Stock in Trade: \$ _____
c. Other Stock in Trade (Tobacco and Cigarettes, Liquor, Bullion) \$ _____

1.1.7 Equipment Breakdown

Cover is automatically provided – refer to PDS / Policy Wording

1.1.10 Glass

Cover is automatically provided – refer to PDS / Policy Wording

1.1.12 Money

Sum Insured
a. Money in Transit: _____
b. Money at Your Business Premises during Business Hours and not in a securely locked burglary resistant safe or strongroom: \$ _____

- c. Money at Your Business Premises in a securely locked burglary resistant safe or strongroom: \$ _____
- d. Money at Your Business Premises outside Business Hours and not in a securely locked burglary resistant safe or strongroom: \$ _____
- e. Money in Your dwelling or that of any person to whom Money is entrusted: \$ _____

1.1.24 Transit

Is cover required for Portable Electronic Equipment? Yes / No
 Description & Sum Insured: _____

Section 2: Business Interruption

Limit of Liability

- 2.1.1 Gross Profit: \$ _____
- 2.1.2 Gross Revenue: \$ _____
- 2.1.3 Additional Increased Cost of Working: \$ _____
- 2.1.4 Claims Preparation Costs: \$ _____
- 2.1.5 Loss of Rents Receivable: \$ _____
- 2.1.6 Wages (Dual Basis): \$ _____
- 2.1.7 Wages in Lieu of Notice: \$ _____
- 2.1.8 Accounts Receivable: \$ _____
- 2.1.9 Goodwill: \$ _____
- Indemnity Period: _____ Months
- Total Sum Insured And/Or Limit Of Liability: \$ _____
- Combined Section 1 & 2 Limit Any One Loss: \$ _____

Section 3: Public & Products Liability

Limit of Liability

- 3.2.1 Personal Injury / Property Damage each Occurrence: \$ _____
- 3.2.2 Products Hazard each Occurrence and in the Aggregate any one Period of Insurance: \$ _____
- 3.3.1 Goods in Care, Custody and Control each Occurrence and in the Aggregate any one Period of Insurance: \$ _____
- Total Turnover: \$ _____

Do you employ contactors or subcontractors? Yes / No

- a. Estimated annual payment:
 Labour Only \$ _____ Labour & Plant \$ _____ Labour, Plant and Minerals \$ _____

b. What is the nature of work usually carried out by contractors and/or subcontractors?

c. What precautions are taken to identify the adequacy of their liability and workers compensation insurance arrangements?

- d. Are you always named as principals on contractors and/or sub-contractors liability policy? Yes / No
 - e. Do you manufacture, pack, repack or relabel any products which you distribute? Yes / No
 - f. Do you store, transport, use or handle any hazardous goods e.g. chemical, radioactive materials, gases, etc? Yes / No
- If "Yes", please provide details: _____

My Product Information

Give details of all products in respect of which insurance is required. Attach brochures and other products literature.

My Contractual Liability

Do you assume liability under contract or hold others harmless (other than lease liability)? Yes / No

If "Yes", please provide details and attach copies of all agreements (other than lease liability).



Declaration

Please Note: Signing the Declaration does not bind You or the Insurer to complete this insurance.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this application and confirm that the statements and particulars given in this application are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this application and the inception date of the insurance to which this application relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice contained in this application form and that I have read and understood the content of that Notice.

I confirm that I am authorised by the Company and its Directors to complete, sign and submit this application on behalf of the Company and its Directors.

Name: _____

Title: _____

Signature: _____ Date: _____

Head Office:

Sydney

Citigroup Centre
Level 19
2 Park Street
Sydney NSW 2000
Australia
02) 9240 1711 Telephone
02) 9240 1722 Facsimile

www.chartisinsurance.com.au

Melbourne

549 St Kilda Road
Melbourne VIC 3004
GPO Box 4363
Melbourne VIC 3001
Australia
03) 9522 4000 Telephone
03) 9522 4645 Facsimile

Brisbane

Level 32, 10 Eagle Street
Brisbane QLD 4000
GPO Box 3105
Brisbane QLD 4001
Australia
07) 3220 0700 Telephone
07) 3220 0441 Facsimile

Perth

77 St George's Terrace
Perth WA 6000
PO Box Z5417
Perth WA 6831
Australia
08) 9421 3300 Telephone
08) 9218 9434 Facsimile

American Home Assurance Company, ABN 67 007 483 267 AFSL 230903,
Incorporated with Limited Liability in the USA, trading in Australia as Chartis, 549 St Kilda Road, Melbourne Vic 3004