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# PHOTOGRAPHIC EQUIPMENT, PUBLIC LIABLITY & PROFESSIONAL INDEMNITY INSURANCE

### PROPOSAL FORM

### Our Aim and Promise to You

To provide the Photographic Industry with a professional insurance service, our emphasis is on providing:

- A comprehensive policy which is tailored to each client's needs
- A quick and fair claim settlement
- An extremely competitive price structure

Our reputation was built on giving you the best benefits, truly personal service and fast claim settlement. We promise to give you the very best in photographic equipment and photographer's liability insurance and treat you fairly, courteously and efficiently whenever you may need to use our service.

Our team consists of dedicated photographic industry insurance specialists. You will find we understand the industry and the insurance risks and problems involved.

### **Duty of Disclosure**

When you apply for, or change or renew an insurance policy you have a legal duty of disclosure, which means you need to disclose anything that may influence the decision to insure you, and on what terms you may be insured.

For information on your Duty of Disclosure please contact our office.

### PHOTOGRAPHIC EQUIPMENT INSURANCE CHECKLIST

Cover Provided	Australia Wide	Studio Only
Theft from location	$\checkmark$	N/A
Theft from locked vehicles following forcible or violent entry	$\checkmark$	N/A
Accidental damage	$\checkmark$	✓
Fire, Burglary, Storm Damage, Earthquake, etc.	$\checkmark$	✓
Digital image replacement (reshooting cost)	$\checkmark$	✓
Worldwide extension available	$\checkmark$	N/A
Transit damage	$\checkmark$	N/A
Emergency hire of equipment - (up to 30% of the sum insured)	$\checkmark$	✓
Cover for hired/loaned equipment - (up to \$2,000)	$\checkmark$	$\checkmark$
New equipment automatically covered - (up to 10% of the total sum insured)	$\checkmark$	$\checkmark$

Note: This foregoing is only a brief summary of the cover and you are advised to read the Policy Document closely for full details. The Policy Document is available for inspection upon request or from our website www.aisinsurance.com.au. Cover will not attach until the application is accepted and premium paid.

### **DETAILS OF INSURED**

Name of Insured:									
Trading As (If Applicable):									
Number of years in busine	SS:	Date of Birth:		Mobile:	:		Phone:		
Situation of Premises – Pri	incipal bu	siness location:							
							Postcode:		
Situation Equipment is usu	ally store	d:							
							Postcode:		
Postal Address:							Postcode:		
□ I consent to receiving a	all corresp	oondence and docu	umentation fro	om you v	via the email a	ddress provid	led below.		
Email:									
Business description:									
ABN:		Are you registered for GST?  Yes  No What is your ITC percentage?				e?			
Period of Insurance:	From:		1	Тс	0:	1	1	At 4pm (EST)	

# TYPE OF COVER REQUIRED

### Section 1: Loss of or Damage to Your Equipment

Cover	Minimum Excess	Sum Insured
Australia / New Zealand Cover (Temporary Worldwide * cover available upon request)	\$ 200	\$
Annual Worldwide * Cover	\$ 500	\$
Studio Only Cover	\$ 200	\$

\* Provides extended cover up to 90 days exclusing all countries on the "Do Not Travel" and "Reconsider Your Need to Travel" lists as detailed by the Australian Government Department of Foreign Affairs and Travel website: <a href="http://www.smartraveller.gov.au/">http://www.smartraveller.gov.au/</a>

### Section 2: Public Liability Cover

Limit of Indemnity		\$5,000,000			\$20,000	,000		Excess \$500		
Annual Business Turnover:	\$			Estim	ated num	ber of staff ir	nclu	ding working directors:		
Are contractors employed to d	o work	on Your behalf:		Yes		No	lf "۱	es", please supply the	following	details:
Nature of work carried out								Estimated Annual Pa	ayment – I	_abour
								\$		
								\$		
Do you always confirm Your c working on your behalf?	ontract	ors are covered u	nder	Worke	ers' Comp	ensation and	l lia	bility insurance when	Yes	🗖 No
Are You always noted as princ	cipal(s)	on Contractor' We	orke	rs' Con	npensatio	n and liability	/ po	licy(ies)?	Yes	🗖 No

# Section 3: Professional Indemnity Cover

What Sum Insured is required:	□ \$1,000,000	□ \$2,000,000	□ \$5,000,000	□ Other \$	Excess \$500
What Excess/Deductible are yo	ou prepared to carry	y (each & every	claim)?		
Please indicate any particula	r extensions requi	ired			
Libel, Slander & Defamation	n		Joint Venture	Liability	
Trade Practices Act			Consultants, S	Sub-Contractors and Agents	
Intellectual Property			Loss of Docur	nents	
Automatic Reinstatement –	Limit of Liability		Given Fidelity		

# **BUSINESS DETAILS**

Please state the Proposer's:	Australia	USA	Other	Total
Total turnover last financial year				
Percentage sub contracted to sub-contractors				
Estimated turnover for current financial year				
Estimated turnover for next financial year				
Next Financial Year End Date				
Please state the total staff numbers:	Australia	USA	Other	Total
Partners/Principals/Directors				
Other Staff				
Total				
Please provide the following information reg	arding the three I	argest contracts, releva	ant to the proposed	insurance in the
Type of contract		Territory	F	Fee / Receipt
1				
2				
3				
Does the proposer belong to any Trade Associa	ation or Professiona	al Bodies?	τ	🗆 Yes 🗖 No
If "Yes", please provide full details				
Detail the type of photographic work you ca	rry out (e.g. Papai	razzi style work, journal	listic etc)	

# **GENERAL INSURANCE HISTORY**

Has any insurer ever declined, cancelled or imposed special conditions in relation to your insurance?			No
Does the equipment you wish to insure have any existing damage?		Yes	No
Have you ever had special conditions or increased premiums imposed?		Yes	No
Have you ever been charged with a criminal act?		Yes	No
Have you had other Insurance Claims (Motor vehicle, Home, etc.) in the last five (5) years?		Yes	No
Have you suffered loss or damage to any Photographic Equipment in the last ten (10) years (insured or not)?		Yes	No
If the answer is Yes to any of the above questions please give full details			
Are you now, or have been previously insured?		Vee	No
Insurer: Expiry:		Yes	No

# SECURITY

# What security protects the equipment at normal place of storage? (Please note that a minimum of deadlocks on all external doors is required)

Local Burglar Alarm	Yes	No
Back to Base Burglar Alarm	Yes	No
Deadlocks on All External Doors	Yes	No
Windows Barred or Key locked	Yes	No
Other (Please Specify)		

# **GENERAL INSURANCE HISTORY – For Section 3 Professional Indemnity Cover only**

Have any claims or complaints ever been made against you?		Yes	No	
Has the proposer been involved in any dispute or arbitrat services during the past ten years?	ion concerning profess	onal fees, advice or	Yes	No
Are you currently engaged in (or about to enter into) civil pronature?	ceedings of either a pro	fessional or personal	Yes	No
Have you ever been subject to disciplinary proceedings for society or statutory registration board or been called upon to r		ict by a professional	Yes	No
Do any of the Directors or Employees, AFTER ENQUIRY, h aware of any circumstances which might give rise to a clair present or former directors during the past ten years?			Yes	No
If "Yes", please provide full details				
Has any change by way of merger, takeover or change of nan	ne occurred in the past 1	0 years?	Yes	No
If "Yes", please provide full details				
Is the proposer financially associated with any other firm, other	r than shown on this forr	n?	Yes	No
If "Yes", please provide full details				
Existing Professional Indemnity Insurance Cover				
Insurer: Indemni	ty limit:	Date first taken out:		

## **ADDITIONAL INFORMATION**

Please use this space to provide any additional answers to any question – please include the question number. Remember to attach relevant Financial Reports, Brochures and Copies of Standard Contracts

### SCHEDULE OF EQUIPMENT

This section must be completed including all the equipment to be insured.

Brand & Description of Equipment	Serial #	Sum Insured
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
Miscellaneous Items (accessories, etc)	Serial #	Sum Insured
1.		
2.		
3.		
4.		
5.		
	TOTAL SUM INSURED	\$

### Declaration

Interested parties (e.g. finance companies)\_\_\_\_\_

I acknowledge that I have read the Important Notices attached to this proposal and that I understand these notices. I acknowledge that if this proposal is accepted that the insurance will be subject to the terms and conditions of the certificate wording and will be subject to my payment of premium. I consent to the use of the personal information about me for the purposes detailed in the privacy statement including disclosure of this information to third parties in connection with this insurance. I declare that the information disclosed in this proposal is true and correct and that I have not failed to comply with my duty of disclosure nor have I included misleading information or have I suppressed information that may be relevant to the underwriter in considering my proposal for insurance.

Date:\_\_\_\_\_ Signature:\_\_\_\_\_

### **IMPORTANT NOTICES**

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose all of the information that is known to you which is relevant to the Insurer's decision to insure you and the terms of that insurance.

Your duty of disclosure is to tell the insurer what a reasonable person could be expected to know is relevant to that decision having regard to the nature & extent of the insurance cover to be provided and the class of persons who ordinarily applies for this insurance.

You have the same duty to disclose those matters to the insurer before you renew, vary or reinstate a contract of general insurance.

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance is entered into.

### NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract for 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 us as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

### SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Certificate, that you will not seek to recover such loss or damage from that person, Insurers will not cover you, to the extent permitted by law, for such loss or damage.

### **CLAIMS MADE CONTRACT**

Subject to its terms and conditions the Certificate will cover your legal liability for any claim:

- first made against you during the Certificate Period;
- resulting from any circumstance of which you become aware during the Certificate Period which could give rise to a
  future claim against you provided you immediately inform us in writing of such circumstances within the Certificate
  Period.

The Certificate will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Certificate Period.