



ace insurance

Elite Management Liability Insurance **PROPOSAL FORM**

INSTRUCTIONS TO PROPOSER:

BEFORE COMPLETING THIS PROPOSAL FORM PLEASE READ THE IMPORTANT NOTICES ON PAGE 2.

THIS PROPOSAL SHOULD ONLY BE COMPLETED AFTER DETAILED ENQUIRY OF ALL THE PERSONS TO BE COVERED.



ELITE MANAGEMENT LIABILITY INSURANCE

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 to ACE Insurance Limited ("ACE") every matter that you know, or could reasonably be expected to know, is relevant to ACE'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 ACE 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 ACE;
- that is of common knowledge;
- that ACE knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by ACE.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, ACE 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, ACE may also have the option of avoiding the contract from its beginning.

Claims Made Contract

Subject to its terms and conditions, other than for insuring clause 1.6, the resulting contract of insurance will cover liabilities arising from Claims first made against you and notified to ACE during the policy period or discovery period, if applicable.

Section 40(3) of the Insurance Contracts Act 1984 however, provides that an insurer cannot refuse to pay a claim by reason only that the claim was made after the inception date of the Policy in circumstances where you gave notice in writing to the insurer of facts that might give rise to the claim as soon as was reasonably practicable after you became aware of those facts but before the end of the policy period.

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 contract of insurance, that you will not seek to recover such loss or damage from that person, ACE will not cover you, to the extent permitted by law, for such loss or damage.

Change of Risk or Circumstances

You should advise ACE as soon as practicable of any material change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.



Privacy Statement

ACE Insurance Limited (ACE) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.acegroup.com/au

PERSONAL INFORMATION HANDLING PRACTICES

COLLECTION, USE AND DISCLOSURE

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

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 and we take reasonable steps to ensure that you have been made aware of how we handle 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.

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 assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the ACE Group of companies, (such as the regional head offices of ACE located in Singapore, UK or USA) or third parties with whom we, or those other ACE Group entities, have sub-contracted to provide a specific service for us and these may be outside of Australia. In particular, certain business process functions of ACE are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1998 (Cth).

YOUR CHOICES

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

HOW TO CONTACT US

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email us at CustomerService.AUNZ@acegroup.com.

If you have a privacy concern or complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@acegroup.com.

General Insurance Code of Practice

ACE is a signatory to the General Insurance Code of Practice (the Code). The Code sets out the minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.



ELITE MANAGEMENT LIABILITY INSURANCE

Note: Elite Management Liability is only available to Private Companies. If the Company proposed for insurance is not a Private Company please do not complete the proposal form and contact your insurance broker.

PROPOSER DETAILS

1. Name of Company:

Note: The Company name must end in Pty Ltd. Do not enter the name of any trust structures.

2. ABN:

3. Contact Name:

4. What percentage of revenue is generated from USA/Canada:%

5. On what date was the Company incorporated:

6. Country and state of registration:

7. Street Address:

8. Postcode:

9. Business activities:

10. For the purpose of calculating the stamp duty and GST charges, please provide a breakdown of the number of employees of the Company based in each of the following locations:

NSW	VIC	QLD	SA	WA
TAS	NT	ACT	OVERSEAS	TOTAL

FINANCIAL POSITION

11. Total assets of the Company: \$.....

12. Turnover: \$.....



ELITE MANAGEMENT LIABILITY INSURANCE

13. The Elite Management Liability Policy contains an insolvency exclusion endorsement. ACE can consider removing this endorsement on the provision of financial information of the Company. Do you want to request removal of the insolvency exclusion? Yes No

If Yes to question 13 please complete questions (a) – (b) below. If No to question 13 please go to question 14

The following financial questions are to be answered based on the most recent financial statements available and should be no more than one year old.

- (a) Date of financial statements:

Note: Enter the date that the financial statements were compiled. For example if the financial details are for the period 30/6/05 to 30/6/06 enter 30/06/06.

- (b) Net profit: \$.....

Note: Net profit is revenue less the cost of goods sold, all expense items and taxes.

14. Are there any facts or circumstances that might affect the ability of the Company to meet all its debts as and when they fall due? Yes No

If Yes, please provide full details in an attachment.

15. Do the financial statements of the Company contain a contingent liability? Yes No

If Yes, please provide full details in an attachment.

CLAIMS AND CIRCUMSTANCES

16. Has the Company or any director, officer or employee ever been refused this type of cover, had a similar policy cancelled, or had special terms imposed? Yes No
17. Has any person or entity proposed for cover suffered any loss in the past five years that would have been covered under the proposed Policy? Yes No
18. Is the Company or any person proposed for coverage aware of any facts, circumstances, acts or omissions that may give rise to any future claims under this proposed Policy? Yes No

If Yes to any question from 16 to 18 please provide full details in an attachment.

