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 A.B.N. 69 003 710 647 A.F.S. Licence No: 239778
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 Level 24, 11 Creek Street, Brisbane, QLD, 4000

FOREFRONT PORTFOLIO PROPOSAL FORM

Completing the Proposal Form

- Please read the "Statutory Notice" before completing this proposal form.
- Please answer all questions in full leaving no blank spaces.
- 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.
- It is agreed that the whenever used in this proposal form, the term Applicant shall mean the Organisation as defined in the Chubb Forefront Forefront Portfolio Policy ("the policy").
- The headings in this proposal are solely for convenience.
- It is agreed that whenever used in this proposal form the definition of the terms 'Claims', 'Policy Period' or 'Defence Costs' are in accordance with the policy.

THE LIABILITY COVERAGE SECTION OF THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS. THE LIABILITY COVERAGE SECTION OF THE POLICY WILL COVER ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPROTING PERIOD. THE LIABILITY TO PAY DAMAGES AND SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENCE COSTS.

PLEASE READ THE ENTIRE POLICY AND THE PROPOSAL FORM CAREFULLY

I. GENERAL INFORMATION

- Name of Applicant: _____ Year Established: _____
- Applicant's Principal Address: _____
- Nature of Applicant's Business: _____
- Does the Applicant have any overseas operations? Yes No
If, yes, please specify locations: _____
- Is the Applicant a private company? Yes No

II. SPECIFIC INFORMATION

PROPOSAL	COVERAGE	LIMIT OF LIABILITY REQUESTED
	<ul style="list-style-type: none"> • Directors & Officers Liability • Employment Practices Liability • Trustees Liability • Internet Liability • Kidnap, Ransom & Extortion 	<input type="checkbox"/> \$500,000 <input type="checkbox"/> \$5 million <input type="checkbox"/> \$1 million <input type="checkbox"/> \$10 million <input type="checkbox"/> \$2 million <input type="checkbox"/> Other
	Crime	<input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000
	Statutory Liability	<input type="checkbox"/> \$250,000
Supplemental Proposal	Miscellaneous Professional Liability	Refer proposal

III. DIRECTORS AND OFFICERS LIABILITY

- Name(s) of Directors: _____
- Name of shareholders and percentage of shares owned in Applicant _____
- Is the Applicant anticipating any merger, acquisition, divestment or public offering of securities within the next twelve months? Yes No

Insolvency - the Directors and Officers' Liability Coverage Section contains an insolvency exclusion. To enable us to consider removing this exclusion from the coverage section please provide us with a copy of the Applicant's audited Financial Statements for the past two (2) years.

The Applicant is only required to provide the information requested below if audited Financial Statements for the past two years are **unavailable**. Please note that the insolvency exclusion will remain on the policy unless we receive and accept the financial statements as requested.

	This year	Last year
Total Assets	\$	\$
Total Liabilities	\$	\$
Total Revenue:	\$	\$
Total Net Assets:	\$	\$
After tax Profit (Loss):	\$	\$

IV. EMPLOYMENT PRACTICES LIABILITY

1. Total number of local employees (including full time, part time and casual): _____
2. Total number of overseas employees (including full time, part time and casual): _____
3. How many directors and/or employees left the Applicant in the last six (6) months? _____
4. Does the Applicant anticipate any retrenchments or layoffs within the next 12 months? Yes No
If yes, how many? _____
5. How many of the Applicant's employees earn over \$50,000? _____
6. Does the Applicant have written employment procedures (eg Employee Handbook) that are available to each employee? Yes No

V. TRUSTEES LIABILITY - please note that cover is not available where superannuation monies are managed by an industry fund or form part of a master fund

1. Is the Superannuation Scheme predominantly Accumulation? Yes No
2. Is an external Investment Manager used? Yes No
3. Is the Superannuation Scheme externally administered? Yes No

VI. INTERNET LIABILITY

1. Identify the internet site (including URL) for which coverage is sought: _____
2. The date the site first went on line? _____
3. Does the Applicant own a registered trademark in its domain name? Yes No
4. Does the Applicant use third party trademarks on its site solely in order to increase the number of hits to its internet site? Yes No
5. Does the Applicant have a privacy policy posted on all of its internet sites? Yes No
6. Does the Applicant require review and approval of content by lawyers prior to allowing such content to be posted on its internet site? Yes No

VII. KIDNAP, RANSOM AND EXTORTION - Please note that cover for travel to certain countries is excluded. Please refer to policy for details.

Please complete the following information regarding the foreign travel of the Applicant's employees:

Country	Number of Trips per year	Average Length of Stay	Number of Employees
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. EMPLOYEE THEFT

1. Does the person reconciling bank statements also sign cheques and/or handle bank deposits? Yes No
2. Does the person preparing cheque requisitions also sign cheques? Yes No
3. Are countersignatures required on all cheques? Yes No
4. Is there an annual independent physical count of stock that is reconciled against inventory records? Yes No
5. If funds transfer procedures are used:
 - Who has authority to initiate a funds transfer? _____
 - What are the limits of their authority? _____
 - What procedures are in place for authenticating funds transfer instructions? _____
6. Is there controlled/password access to all locations/computer terminals? Yes No

IX. LOSS & INSURANCE HISTORY

1. Is the Applicant, its directors, officers or any other person proposed for coverage aware of any facts or circumstances which he or she has reason to suppose might afford valid grounds for any future claim(s) that would fall within the scope of the proposed coverage or which indicate the probability of any such claim(s)? Yes No
If yes, please attach details.
2. Within the last three years, has the Applicant, its directors, officers and/or any other proposed insured person been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory, body, or any other party? Yes No
If yes, please attach details
3. Within the last three years, has the Applicant discovered any employee dishonesty, burglary, robbery, disappearances, destruction or forgery losses? Yes No
If, yes, please provide details: _____
4. Has the Applicant been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which it is applying? Yes No
If, yes, please provide details: _____

X. MISCELLANEOUS

1. **STAMP DUTY** - Please state the total number of employees located in the following states and overseas:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S

2. **GST**
 - Applicant's Australian Business Number: _____
 - Does the Applicant any other entity to be insured under the policy intend to claim an Input Tax Credit for the premium of the Policy? Yes No
 - If so, to what extent is an Input Tax Credit being claimed by the Applicant and any other entity to be insured? (e.g. answer – full claim or %)? _____

XI. DECLARATION AND SIGNATURE

False Information

Any person who, knowingly and with intent to defraud any insurance company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

The undersigned declares that to the best of his or her knowledge and belief that the statements set forth herein and all attachments and supplementary proposal forms hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the signing of this proposal does not bind the undersigned on behalf of the Applicant or its directors, officers or other insured person to effect insurance, the undersigned agrees that this proposal and all its attachments and supplementary proposal hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant and its directors and officers and any other person proposed for insurance, acknowledge that the Statutory Notice contained herein has been read and understood.

This section of the proposal must be signed by the **APPLICANT'S CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE DIRECTOR OR MANAGING DIRECTOR ONLY.**

Date

Signed

Title

STATUTORY NOTICE

A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE

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 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, on 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.

Your duty however does not require disclosure of any matter: -

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

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their 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.

B CLAIMS MADE DURING THE PERIOD OF INSURANCE

This policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred. When you give notice in writing to us of facts that might give rise to a claim against you and you give that notice as soon as reasonably practicable after you become aware of those facts but before the cover provided by your insurance contract with us expires, we cannot refuse to cover you by reason only of the fact that the claim against you is actually made after that expiry date.

C SUBROGATION

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their 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 this policy.

OTHER IMPORTANT INFORMATION

D UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract 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 the Insurer.

E NOT A RENEWABLE CONTRACT

Cover under this 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 the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

F CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.