

# Forefront

## Proposal Form for Marketplace

### Important

#### Claims-Made Insurance

Certain sections of the cover provided by the policy are provided on a claims made basis. This means that they only cover claims made against you and notified in writing to Chubb during the period of insurance. The *Insurance Contracts Act 1984 (Cth) (Act)* provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts the insurer is not relieved of liability under the policy in respect of the claim, when made, solely by reason that the claim is made after expiry of the policy. This is a right which arises solely under the Act and not under the insurance contract. The right does not arise unless the notice in writing is given before the policy expires.

#### Completing This Proposal Form

- Please read the “Statutory Notice” before completing this proposal form.
- 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. Include all requested information and attachments.
- Any words in **Bold Print** in this proposal form are defined in the policy wording.
- Whenever used in this proposal form, the term ‘Applicant’ shall mean the **Organisation** and all its **Subsidiaries**.

A. Policy Details				
1. Applicant name:				
2. Trading name:				
3. ABN:				
4. Type of organisation:	Private Company	Public Company	Trust	Not for Profit
	Partnership	Sole Trader	Financial Institution	
	Other, please specify:			
5. Input tax credit (%):				
6. Principal address:				

B. General Questions									
1. Business activity:									
2. Annual revenue:	\$								
3. Percentage of annual revenue derived from North America:	%								
4. Number of employees in each state or territory or overseas:									
	VIC	NSW	WA	TAS	QLD	NT	ACT	SA	Overseas
5. Does the Applicant have employees based in North America?									<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Number of employees based in North America:									
ii. Total number of employees in the states of California, Michigan, Pennsylvania, Texas, New York and West Virginia:									

## B. General Questions *continued*

6. Does the Applicant: - derive any revenue from Russia, Belarus, or Ukraine; - have any operations, products, subsidiaries, employees, property or facilities in Russia, Belarus, or Ukraine; or - have any supply chain reliance on companies or resources located in Russia, Belarus, or Ukraine?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is the risk currently insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Holding Insurer:	
8. Is the Applicant a Not for Profit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Is the Applicant a subsidiary of another company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Ultimate parent company name (in full):	
ii. Country of registration of parent company:	
10. Does the Applicant hold an Australian Financial Services Licence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. In the past 10 years have you or any named insured/business/corporation/director had an insurance policy cancelled, declined, non-renewed or had special terms imposed, been declared bankrupt or involved in a business which became insolvent?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Type:	
ii. Year:	
iii. Details:	
12. Has any proposed Applicant suffered any loss, whether covered by insurance or not, that would have fallen within the scope of the proposed coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Coverage:	
ii. Date of Loss:	
iii. Details of Loss:	
iv. Amount of Loss (estimate occurred amount if open):	
v. Claim Status:	
13. Is any Applicant aware of any facts, circumstances, acts or failures to act that may give rise to any future claims that would fall within the scope of the proposed coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Coverage:	
ii. Date:	
iii. Details:	
iv. Potential Amount:	
v. Mitigating Action(s):	

## C. Policy Coverage

Please select the **Coverage Sections** you wish to purchase

1. Directors & Officers Liability <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Employment Practices Liability <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Crime <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Statutory Liability <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Kidnap, Ransom and Extortion <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Cyber <b>Coverage Section</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Do you want a combined aggregate limit across all the <b>Liability Coverage Sections</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## D. Directors & Officers Liability Coverage Section

1. Does the Applicant wish to remove the <b>Financial Impairment</b> Exclusion?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the Applicant a franchisor or franchisee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the Applicant have a safety management system that complies with AS/NZ 4801?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does the Applicant have an audit of its safety management system to ensure it remains effective and up to date in managing health and safety risks in the workplace?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does the Applicant have in place hazard and incident reporting procedures which notify officers under relevant occupational health and safety laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Are all employees, contractors, volunteers, work experience students and labour-hire employees trained and inducted with respect to the Applicant's occupational health and safety procedures at the outset of their engagement with the Applicant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Has any proposed Applicant suffered any occupational health and safety loss within the past 5 years, whether covered by insurance or not, that would have fallen within the scope of the proposed coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## E. Employment Practices Liability Coverage Section

1. How many directors and/or employees have left the Applicant in the last 12 months?	
2. Does the Applicant anticipate any retrenchments or staff reductions within the next 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## F. Crime Coverage Section

1. Please list the number of locations in which the Applicant operates:	
i. Australia / New Zealand - number of locations:	
ii. Asia - Number of locations:	
iii. US/Canada - Number of locations:	
iv. South America - number of locations:	
v. Africa - number of locations:	
vi. Europe - number of locations:	
vii. Overseas Countries Details:	
2. Does the Applicant verify new customer, vendor or supplier bank account information (including name, address and bank account number) and any amendments to customer, vendor or supplier details prior to initiating any new financial transaction with such customer, vendor or supplier?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are individuals duties segregated so that no single person can control the process from start to finish for all: - transfers of Applicant's funds (including deposits, funds transfers, withdrawals and countersignatures on cheques); - reconciliation of bank statements; and - processing of refunds or returns of goods above \$1,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does the Applicant have callback procedures with customers, vendors or suppliers to authenticate any fund transfer instructions prior to transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does a <b>Social Engineering Fraud</b> risk management strategy exist and has the Applicant informed and alerted relevant staff at all locations of <b>Social Engineering Fraud</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## G. Cyber Liability Section

1. Which of the following IT security control processes does the Applicant have in place?	
i. Encryption of sensitive data:	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Data backup and recovery procedures:	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Software patching procedures:	<input type="checkbox"/> Yes <input type="checkbox"/> No
iv. A cyber incident response plan:	<input type="checkbox"/> Yes <input type="checkbox"/> No
v. Business continuity and/or disaster recovery plans:	<input type="checkbox"/> Yes <input type="checkbox"/> No
vi. Antivirus and firewalls:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. What is the percentage of turnover generated from customers based in the U.S.A?	%

## G. Cyber Liability Section *continued*

- |  |  |
|--|--|
| 3. Does the Applicant (or their payment processor on their behalf) process over 1,000,000 credit card transactions per year? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Is the Applicant compliant with PCI DSS requirements?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## IV. 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.

Signature:			
Name:		Date:	
Position:			

## 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](http://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**

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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 as 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 Your 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 provide Us with 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](mailto: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 it to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907, Sydney NSW 2001

### **Further information request**

If You 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](mailto:Privacy.AU@chubb.com)

## How to make a complaint

If You are not satisfied with our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of your relationship with Chubb and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure as well as individuals purchasing travel and personal accident insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

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Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

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[www.chubb.com/au](http://www.chubb.com/au)

Chubb. Insured.<sup>SM</sup>