

# IMALIA

My Partnership  
Protection Cover

Addendum



## COMPREHENSIVE CRIME INSURANCE ADDENDUM

### PARTNERSHIP PROTECTION

#### IMPORTANT

Please read these guidance notes before completing this Addendum. Please also see page 4 of this Addendum.

Where further information is required please refer to your Broker.

#### PLEASE NOTE

This Addendum is for a CLAIMS MADE policy. A CLAIMS MADE policy only responds to claims made against the Insured and notified to the Underwriters during the period of insurance.

- This Addendum must be typed or completed in ink and signed and dated by the Proposer. Please answer every question in full and sign and date the Declaration before returning it to your broker.
- It is the duty of the Proposer to disclose all material facts to the Underwriters, as failure to do so may render any Policy voidable or severely prejudice your rights in the event of a claim.
- For the purpose of this Addendum and for all purposes relating to any Policy issued pursuant to this Addendum, a 'material fact' shall be deemed to be one that would be likely to influence the Underwriter's judgment and acceptance of this Addendum. If you are in any doubt as to what constitutes a material fact, you should consult your broker.
- Should there be any material change in the answers given to the questions contained in this Addendum prior to the inception of the Policy, the Proposer must notify the Underwriters and, at the sole discretion of the Underwriters, any outstanding quotations may be modified or withdrawn.
- Upon acceptance of the Underwriter's terms and conditions and payment of the premium, all information provided by the Proposer, including this Addendum, any further addenda (if applicable) and the guidance notes will be deemed to be incorporated in the contract between the Underwriters and the Insured and shall be deemed the basis of the contract of insurance.

SIGNING OF THIS ADDENDUM DOES NOT BIND THE PROPOSER OR THE UNDERWRITERS TO COMPLETE A CONTRACT OF INSURANCE.

Full Name of the Firm:

\_\_\_\_\_

#### London Australia Underwriting Pty Ltd (LAUW)

Level 9  
140 Arthur Street  
North Sydney NSW 2060

t 02 8912 6400  
f 02 8912 6401  
w [www.lauw.com.au](http://www.lauw.com.au)

1. Can the Proposer confirm that the following operations are always segregated so that no individual person can control any operation from start to finish without referral to another person?
- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a) Cheques being signed or payments being authorised above AUD\$10,000 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Issuing funds transfer instructions                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Amending funds transfer procedures                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Opening new bank or supplier accounts                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Refund of monies or return of goods above AUD\$10,000               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Can the Proposer confirm that bank statements are always independently reconciled by persons who are not authorised to deposit and/or withdraw funds or issue funds transfer instructions?
- ☐ Yes ☐ No

3. Can the Proposer confirm whether an independent physical count of stock, raw materials, work in progress and finished goods is undertaken and whether the count is then reconciled against recorded stock levels? (Please write "N/A" if this question is not applicable)
- ☐ Yes ☐ No

- a) How frequently is a count undertaken? \_\_\_\_\_
- b) Were there any discrepancies discovered during the most recent count? ☐ Yes ☐ No

If "Yes" to question 3 b), please provide full details or attach an addendum:

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4. Does the Firm have an approved suppliers list that is regularly updated and checked by the Firm's Partners?
- ☐ Yes ☐ No

5. Can the Proposer confirm that all suppliers, service providers and outsourcing companies are:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a) vetted for competency, financial stability and honesty before being approved? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) appointed under a written contract?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If "No" to any part of question 5, please provide full details:

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6. Is the Proposer 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 provide full details or attach an addendum:

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7. Within the last three years, has the Firm discovered any employee dishonesty, burglary, robbery, disappearances, destruction or forgery losses?

☐ Yes ☐ No

If "Yes," please provide full details or attach an addendum:

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8. Has the Firm ever been declined, had cancelled or non-renewed any insurance policy for Crime or Fidelity coverage?

☐ Yes ☐ No

If "Yes," please provide full details or attach an addendum:

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### DECLARATION

The Proposer declares and warrants that after full and reasonable enquiry and to the best of his/her knowledge and belief all statements and particulars contained in this Addendum and (if applicable) any further addenda hereto are true and that no information whatsoever has been withheld which might increase the risk of the Underwriters or influence the acceptance of this Addendum and that should the above particulars alter in any way confirms that he/she will advise the Underwriters as soon as is practicable.

The Proposer further declares and warrants that he/she has been duly authorised by the Partners and the Firm to act as their agent in respect of all matters of any nature or kind relating to or affecting this Addendum and any ensuing Policy.

The Proposer understands that failure to disclose any material facts which would be likely to influence the acceptance and assessment of this Addendum may result in the Underwriters refusing to provide indemnity or voiding the Policy in every respect.

The Proposer hereby agrees and accepts that this Addendum and (if applicable) any further addenda hereto shall be the basis of the contract of insurance if entered into.

The Underwriters are hereby authorised, at their absolute discretion, to make any investigation and enquiry in connection with regard to this Addendum as they deem necessary.

For and on behalf of (name of Firm):

Signature:

Date:

Name of Signatory:

Position:

Position should be the Managing Partner (or equivalent) of the Firm.



## IMPORTANT NOTICES

### 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.

You do not need to tell us anything that:

- (i) reduces the risk we insure you for; or
- (ii) is common knowledge; or
- (iii) we know or should know as an insurer; or
- (iv) 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.

### Claims Made

This Addendum is for a Policy that operates on a claims made and notified basis. This means that the Policy provides cover for claims first made and notified during the period of insurance, subject to the terms and conditions of the Policy.

The Policy does not provide cover in relation to any known matters or facts nor any actual or alleged act, error, omission or event that occurred before the retroactive date (if any) specified in the Policy.

Where you give notice in writing to LAUW of any facts that might give rise to a claim against you (as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance), you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Those rights are in addition to any rights that you may have under the Policy.

### Privacy Notice

LAUW and the Underwriters are committed to compliance with the provisions of the Australian Privacy Principles and the Privacy Act 1988 (Cth). In order for LAUW and the Underwriters to assess the risk of, and provide you with, insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide that information, it may prevent LAUW and the Underwriters from providing you with the products or services sought.

If you provide LAUW and/or the Underwriters with information about someone else, you must obtain their consent to do so. LAUW and the Underwriters may disclose your information to other insurers, their reinsurers, an insurance reference service or other advisers used by the Underwriters (or LAUW on behalf of the Underwriters) such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to LAUW's and the Underwriter's privacy obligations.

LAUW's privacy policy contains information about how you can:

- (i) access the information that LAUW holds about you;
- (ii) ask LAUW to correct that information;
- (iii) make a privacy related complaint.

You can obtain a copy of LAUW's privacy policy at <http://lauw.com.au/privacy-policy.php>

Should you require access to your personal information, LAUW may be contacted directly on (02) 8912-6400.