

IMALIA

**My Commercial Legal
Expenses Cover**

Proposal Form





COMMERCIAL LEGAL EXPENSES INSURANCE PROPOSAL FORM

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 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 its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

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.

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.

Claims Made & Notified Policy

This proposal is for a 'claims made' Policy. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to;

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy Schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has;

Given notice in writing to the insurer,

- of the facts that might give rise to a claim against the insured
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

Privacy Statement

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to those we appoint to assist us with claims under your policy or for the provision of legal advice (and their representatives). We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

We may transfer your personal information overseas where it is necessary to provide our service.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

Waiver, Surrender of Rights, Contribution or Indemnity

Insurer(s) will not compensate you for any loss or damage that is covered by this Policy where;

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

Governing Law and Service of Suit

Insurer(s) hereon agree that:

- in the event of a dispute arising under this Insurance, the Insurer(s) at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- any summons notice or process to be served upon the Insurer(s) may be served upon the Lloyd's General Representative in Australia, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000, who has authority to accept service and to enter an appearance on the Insurer(s) behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on the Insurer(s) behalf.
- If a suit is instituted against any one of the Insurer(s), all Insurer(s) hereon will abide by the the final decision of any such Court or any competent Appellate Court.

General Insurance Code of Practice

LAUW and Insurer(s), through Lloyd's, proudly support and agree to comply with the Insurance Council of Australia's General Insurance Code of Practice, except in relation to any claims adjusted outside Australia. The terms of the Code require us to be open, fair and honest in our dealings with you.

Any enquiry or complaint relating to this Insurance should be referred to the Insurer(s) in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to the Lloyd's Underwriters' General Representative in Australia, Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney, NSW 2000, who will refer your dispute to the Policyholder and Market Assistance Department at Lloyd's of London. Complaints that cannot be resolved by the Policyholder and Market Assistance Department at Lloyd's of London may be referred to an appropriate external dispute resolution service. Further details will be provided at the appropriate stage of the complaints process.

PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES.
 IF INSUFFICIENT SPACE, PLEASE ATTACH SUPPLEMENTARY PAGES ON YOUR LETTERHEAD
 WHERE PROVIDED, TICK APPROPRIATE BOX TO INDICATE ANSWER

1. DETAILS OF THE INSURED	
1.1	Insured's Name:
1.2	Business Address:
1.3	Postal Address:
1.4	Type of Business (please provide a full description of your business activities) :
1.5	Date Business Commenced: / /
1.6	Turnover Last 12 months: \$ Turnover Next 12 Months: \$
1.7	Business Phone No.: Fax No.:
1.8	Email:
1.9	Website:
1.10	Number of Employees: Full time: Part time:
1.11	Do you anticipate any redundancies in the next 12 months? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If Yes, please provide full details:
1.12	Have You been involved in a commercial or legal dispute in the past 36 months? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If Yes, please provide full details including the parties involved, the outcome of the dispute and the legal costs incurred or estimated to be incurred :
1.13	Are You aware of any matter which may develop into a dispute that is likely to incur legal costs? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If Yes, please provide full details including the parties involved and an estimate of the legal costs involved :
Tick box if there are attachments <input type="checkbox"/>	

2. 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.

3. DECLARATION AND SIGNATURE

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/We,

3.1 declare that:

- (i) the answers and information given by me/us in this Proposal are true and correct in all respects;
- (ii) no information has been withheld that would affect the insurer's decision to accept this Proposal;
- (iii) where answers in this Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- (iv) I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
- (v) if there was insufficient space to fully answer any questions, we have attached _____ supplementary pages providing the additional information required.

3.2 Authorise the insurer to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

3.3 Understand that if this Proposal is accepted, my/our insurance cover will be subject to the terms, conditions and exclusions set out in the Commercial Legal Expenses Policy.

3.4 Acknowledge that the insurer, its agents and/or employees reserve the right to decline this proposal.

This section of the proposal must be signed by a **DIRECTOR**.

Signed:

Date / /

Position: