

COMMERCIAL LEGAL PROTECTION INSURANCE PROPOSAL FORM

IMPORTANT NOTICES

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

AGENT OF INSURER

SURA Specialty acts as an agent of the Insurer and not as your agent when issuing insurance policies, dealing with or settling any claims. This is an important document please read it carefully.

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.

DUTY OF DISCLOSURE

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of our business, ought to know; or
- We have indicated we do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information. Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at www.sura.com.au. Please access and read this policy.

If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us. If you wish to access your file please ask us.

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

Insured's Name:

Business Address:

Postal Address:

Type of Business (please provide a full description of your business activities including where Insured is a property owner):

Date Business Commenced:

Turnover Last 12 months: \$ Turnover Next 12 months: \$

Business Phone No: Fax No:

Email:

Website:

Number of employees: Full-time: Part-time:

Do you anticipate any redundancies in the next 12 months? Yes No

If Yes, please provide full details:

Have You been involved in a commercial or legal dispute in the past 36 months? Yes No

If Yes, please provide full details including all parties involved, the outcome of the dispute and the legal costs incurred or estimated to be incurred:

Are You aware of any matter which may develop into a dispute that is likely to incur legal costs? Yes No

If Yes, please provide full details including the parties involved and an estimate of the legal costs involved:

Tick box if there are attachments

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, 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,

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.

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.

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 Protection Policy.

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