



Security Industry Liability Proposal



Important Notices

Your 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 (Cth), 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 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.

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.

Claims Made Cover

Certain covers, where effected, are provided on a 'Claims Made' basis. Such covers include Statutory Liability, Errors & Omission and Professional Indemnity. This means that the insurance covers you for any claims made against you and notified to the insurer during the period of insurance. This does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the period of insurance;
- any claim made against you after the expiry of the period of insurance.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the period of insurance, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance

If insufficient space on this form, please use an attachment page.

1 The Insured

a Full name of proposed Insured including subsidiaries	
Company Name	ABN
b Contact Details	
Contact Name:	Contact Number:
Email:	
c Business address including overseas locations. (If more than one, please attach schedule)	
d Asial Member?	
Yes <input type="checkbox"/> No <input type="checkbox"/> Pending <input type="checkbox"/> If yes Member No:	

2 Turnover and Contractor/Subcontractor Information

a Estimated annual turnover	\$
b Estimated annual payments to contractors and/or subcontractors OTHER THAN labour hire workers/Body Hire workers.	\$

Note: coverage under this proposed policy excludes injury to labour hire/body hire workers

3 Operations

a Please indicate % of Turnover (must add to 100%)	% of Turnover
i Design, alteration or installation of electronic security systems. Do you import or manufacture electronic security equipment?	%
Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please obtain an importing questionnaire.	
ii Monitoring of alarms	%

iii	Static guarding and mobile patrols	%
iv	Locksmiths	%
v	Training	%
vi	Security consultant	%
vii	Traffic control	%
viii	ATM response	%
ix	Private investigator	%
x	Access control	%
xi	Risk assessment	%
xii	Debt collection	%
xiii	Crowd control (please complete Q4a-d)	%
xiv	Cash in transit (please complete Q5a-e)	%
xv	Other – please specify	%
TOTAL		100 %

b Services

i Do you provide any products or services related to aircraft or airport security?

Yes No

If Yes please provide details:

4 Crowd Control

Note: coverage under this proposed policy excludes Crowd Control whereby the premises is open after 1am.

a Please provide % crowd control for the various venue types

i	Disco / Nightclub	%
ii	RSL / Services Clubs	%
iii	Sporting Venues	%
iv	Bowling / Golf Clubs	%
v	Shopping Centres	%

vi	Hotel / Tavern	%
vii	Private Homes	%
viii	Function Venues	%
ix	Community Halls	%
x	Wineries	%
xi	Social Events (ie Rock Concerts)	%
xii	Other – please specify	%
TOTAL		100 %

b Please list below Licensed Premises:

Venue Name	Venue Address	Usual Closing Time	Average Number of physical Ejectments per week	Maximum Number of Guards	Average Crowd Size	Maximum Crowd Size

c Are you required to record physical ejectments (physical removals)?

Yes No

d From the physical ejectments recorded above, is the proposer aware of any circumstances during the last 5 years which could give rise to a claim in respect to crowd control?

Yes No

If Yes please provide details:

5 Cash in Transit (only if applicable)

Note: Where Cash in Transit exceeds \$50,000 two persons must be engaged. Where Cash in Transit exceeds \$100,000 two armed persons must be engaged.

- a How many carries per week?
- b What will be the maximum carry?
- c For what transit limit (any one vehicle carry) is cover required?
 \$100,000 \$250,000
- d After investigation, is the proposer aware of any circumstances during the last 5 years which could give rise to a claim in respect to Cash in Transit?
 Yes No

If Yes please provide details:

6 Risk Management

- a Are you aware of all industry rules, regulations and standards applicable to your business activities?
 Yes No
- b Are you compliant with existing industry rules, regulations and standards applicable to your business activities?
 Yes No

7 Professional Exposure

Where a fee is charged there is no cover under the General and Products Liability, including Errors and Omissions Endorsement and a separate Professional Indemnity Policy will be required

- a Do you require Professional Indemnity Cover?
 Yes No
- b Please provide details of professional services and/or advice provided for a fee

c Estimated annual fees in respect to professional services/advice provided

d Do you currently have PI Insurance in place?

Yes No

If Yes please provide:

Current Insurer

Retro-Active Date

Please attach a copy of your current policy schedule.

e After investigation, is the proposer aware of any circumstances during the last 5 years which could give rise to a claim in respect to Professional Indemnity?

Yes No

If Yes please provide details:

8 Claims and/or Loss Experience

a Have you had any insured and/or uninsured claims in the last five years?

Yes No

If Yes please provide details below:

Dates	Claims Reported	Amount paid & outstanding	Applicable deductible	Description of loss / claim	Insurer
From To					
From To					
From To					
From To					
From To					

b After investigation, is the Proposer aware of any circumstances which could give rise policy to a claim under the proposed policy?

Yes No

c Has any Insurer ever refused to provide terms or offer renewal terms to the Proposer or has any insurance held by the Proposer ever been voided or cancelled by an Insurer?

Yes No

d Has the Proposer ever had any entitlement to indemnity under any Insurance Policy declined or, otherwise affected due to non-disclosure, misrepresentation or breach of a policy provision?

Yes No

If Yes please provide details:

e Please attach a copy of claims experience on previous Insurer's letterhead

9 Amount of Indemnity Required

a \$5 million \$10 million \$20 million \$25 million

Errors and Omissions Endorsement

Automatic coverage up to \$1,000,000 provided. Please indicate if higher limits are required.

b \$2 million \$3 million \$4 million
 \$5 million \$10 million \$20 million

Note: The Errors & Omissions Endorsement offered under this policy is restricted to advice, design or specification given free of charge to third parties in respect of products and services rendered. Where a fee is charged, there is no cover under this policy nor the Errors & Omissions Endorsement.

10 Statutory Liability Cover – Optional Extension

a Is a Statutory Liability quote required?

Yes No

Note: Provides cover against Fines and Penalties from an unintentional breach in legislation, such as Occupational Health and Safety.

b Have you had any fines or penalties in the last 5 years?

Yes No

If Yes please provide details below:

Date of Fine	Amount	Offence

11 Period of Insurance

From	/ /	at 4pm Local Standard Time
To	/ /	at 4pm Local Standard Time

12 Declaration

I declare that :

1. The answers given above and documents submitted represent the true position and have been produced after due enquiry;
2. I have not withheld any material information or any matter relevant to the decision of Liberty whether to accept this risk;
3. I agree that this proposal and any accompanying documents shall form or partly form the basis of the Policy.

The person signing this proposal is duly authorised to sign on behalf of the Insured.

Signature

Date

Title/Position

Please note that no quotation will be offered unless this proposal form is fully completed and signed and dated.

Enquiries should be directed to: Freeman McMurrick Pty Ltd

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Privacy Notice

We are bound by the Privacy Act and its associated National Privacy Principles when we collect and handle your personal information. We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers. You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.