

1. Please describe the main activities of your business:

2. Does your business operate from home? Yes / No

3. How long have you been operating this business for? _____

4. Are you the only employee of this business? Yes / No

If "no" please provide further details:

5. Do you engage sub contractors? Yes / No

If "yes" please provide details:

6. Does your business manufacture risks? Yes / No

If "yes" please provide details:

7. Does your business have any operations, activities or exports in or to the USA? Yes / No

8. What Limit of Liability is required? \$ _____

9. Please state the estimated Turnover for the next 12 months: \$ _____

10. Please describe any other details that the insurer may need to know that are relevant to your business:

IMPORTANT NOTICES

A. YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE

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 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 their business, ought to know;
- As to which compliance with your duty is waived by the Insurer.

B. CONSEQUENCES OF NON-DISCLOSURE OR MISREPRESENTATION – If you breach your duty of disclosure; the Insurer(s) may be able to refuse to pay a claim or to cancel your policy. The same applies where you have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the insurance company may be able to 'avoid' your policy. This means that the insurance company can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect your ability to obtain other insurance in the future.

If you are unsure whether some information may be disclosable or not we suggest you call your insurance broker and seek guidance.

C. 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 continuation of cover provided by the Insurer.

D. NOT A RENEWABLE CONTRACT

Cover under this 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 the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

E. CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise us of any departure from your "normal" form of business (*ie* that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

F. WAIVER OF RIGHTS

If you have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future, please advise Your Insurance Broker in writing so we may notify the Insurer.

G. EXCESS

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against you including defence costs. We will let you know when the excess is payable.

H. YOUR LEGAL LIABILITY

The financial risk of court awards through litigation is ever increasing and we recommend that you select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability.

I. YOUR PREMIUM CALCULATION

The key factors that affect your premium are reflected in the questions asked in this document and the information sought at the time of taking out your Insurance. Sensitive information we rely on you to have obtained their consent on these matters.

J GENERAL INSURANCE CODE OF PRACTICE

Freeman McMurrick is bound by the General Insurance Code of Practice and have processes are in place to adhere to the requirements of the Code. Refer to www.codeofpractice.com.au for details of the code

