

Care Providers Combined Liability Crime Questionnaire Addendum



IMPORTANT NOTICES

Please read these notices before completing the Addendum.

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:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- 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 Policy

The Policy is issued on a claims made and notified basis. This means that the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to us during the Period of Insurance.

Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of 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 but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

Retroactive Date

The Policy does not provide cover in relation to the provision of the Professional Services or the conduct of the Professional Business prior to the Retroactive Date.

Privacy

Pen Underwriting handles your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United States of America, United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit www.penunderwriting.com.au.

Complaints Handling

If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you. For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit www.penunderwriting.com.au.

Further Information

Your insurance broker has arranged this insurance on your behalf. If you have any questions or need further information concerning your insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to us through your insurance broker as they are your agent for this insurance

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IMPORTANT NOTICE

- Your Duty of disclosure for this amendment to your insurance Policy is the same as that of the original application to which this additional coverage is requested.
- Please answer all questions in full. Where appropriate, tick the 'Yes' or 'No' box that best indicates your reply.
- The Stamp Duty Split by state will be the same as the Current Care Providers Combined Liability Policy.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Addendum.
- This Addendum will be reviewed in conjunction with and forms part of your most recent fully complete Proposal.

1. THE INSURED

Coverage under this proposed Crime extension to the Directors and Officers Policy will be issued in the same name as the INSURED noted in the Schedule and Officers Policy.

Policy Number _____

2. THE PERIOD OF INSURANCE

The Policy Period will be the date of inception to the current expiry date of the current Care Providers Combined Liability Policy.

3. BUSINESS / PROFESSIONAL ACTIVITIES

The Business insured under the Crime Extension will be the same Business as that insured under the General and Products Liability Section of the Combined Liability Policy.

4. What is the maximum amount of cash on the premises at any one time \$ _____
5. Are the books audited by an independent registered company auditor? Yes No
If 'yes', how often: _____
Please provide name of Audit firm _____
6. Are there at least two people required to authorise or counter sign a cheque? Yes No
7. Are there at least two people required to authorise an Electronic Transfer of Funds? Yes No
8. Is the handling of cheques or cash limited to principals and accounts staff? Yes No
If 'yes', how many principals and staff are authorised to handle cheques or cash: _____
9. Are there separation of duties between persons handling money which terms includes EFT? Yes No
10. Is there a delegation of authority regarding the limit an employee can authorise payments? Yes No
11. How often and by whom are the entries in the cashbook checked with vouchers and reconciled with the bank statements and returned cheques?
By Whom: _____ How often: _____

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CLAIMS HISTORY

12. Have any claims been made against any proposed Insured under a Public and Products Liability policy, Malpractice / Professional Indemnity Liability Policy, Fidelity Guarantee, Directors & Officers Policy or Employment Practices Liability Policy or any optional extension in this application form during the past 5 years? Yes No

This information should also include claims made or notified to previous insurers over the past 5 years

If 'yes', please provide details:

Name of Claimant	Particulars	Date of claim	Insurer	\$Value of Claim
				\$
				\$
				\$
				\$
				\$

13. The declaration at the end of this Application form asks you to notify any facts, incidents, accidents or circumstances that gave rise or may give rise to a claim of the type to be insured under the proposed Public and Products Liability Policy Section, Malpractice / Professional Indemnity Liability

If any, please provide details in the space provided below.

Name of Claimant	Particulars	Date of claim	Insurer	\$Value of Claim
				\$
				\$
				\$
				\$

LIMITS OF INDEMNITY - Please indicate the limits of liability required by ticking the appropriate box

\$10,000 - \$50,000 - \$100,000 - \$150,000 - \$250,000 - \$500,000 - \$750,000 - \$1,000,000

Other, Please specify \$ _____

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DECLARATION

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Addendum.
- The statements in this Addendum are true and complete and no material information has been withheld.
- I/We have read and understood the Important Notices accompanying this Addendum.
- I/We have diligently made all necessary enquiries in order to comply with the duty of disclosure.
- I/We have read the Pen Underwriting Privacy Statement on this Addendum and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the Privacy Statement.
- Where I/We have provided information about another individual, that individual has been made aware of that fact and of the Pen Underwriting Privacy Statement.
- I/We acknowledge that Pen Underwriting relies on the information and representations in this Addendum together with the information provided in the previously submitted proposal(s) and otherwise made by me or on my behalf to Pen Underwriting in relation to this insurance.
- Except where indicated to the contrary, I/We understand that any statement made in this Addendum will be treated as a statement made by all persons to be insured.
- I/We undertake to notify Pen Underwriting of any material alteration to the information contained in this Addendum prior to inception of the proposed insurance.
- I/We understand that no insurance is in place until such time as Pen Underwriting has confirmed acceptance of the proposed insurance.

Signature: _____

Name: _____

Title _____

Date: ____/____/____