

Important Notices

Please read these Important Notices before completing the Proposal.

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.

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 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 can assist you to complete this Proposal. 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 Pen Underwriting through your insurance broker as he is your agent for this insurance.

IMPORTANT NOTICE

- Please answer all questions in full. Where appropriate, tick the ‘Yes’ or ‘No’ box that best indicates your reply.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Proposal.

This application is for New Business Renewal - Policy Number (if known) is:

1. Proposer(s)

Name(s) in full of Principals/Partners/Directors:

Trading Name:

Postal Address: Postcode:

Proposer is: An Individual A Partnership A Corporation
 Other:

2. Occupation

Description:

How long have you been established in this occupation?

3. Period of Insurance From: at 4pm To: at 4pm

4. Cover Required

Limit of Liability: \$

Self Insured Retention: \$10,000 Minimum OR Other: \$

5. Activities

(i) Please provide details of proposer(s) and subsidiaries (Australian and Overseas) for the next twelve months

<i>Name</i>	<i>Location</i>	<i>Estimated Payroll</i>	<i>Estimated Turnover</i>
.....	\$	\$
.....	\$	\$
.....	\$	\$
.....	\$	\$

(ii) Fully describe all Products and Activities

.....

(iii) Give details of Operations outside Australia (including Product List and Turnover by Country and Product)

.....

6. Schedule of Underlying Insurance Policies

<i>Coverage</i>	<i>Insurer</i>	<i>Policy No</i>	<i>Policy Term</i>	<i>Limit</i>	<i>Annual Premium</i>
Public Liability	\$	\$
Products Liability	\$	\$
Motor Vehicle Liability	\$	\$
.....	\$	\$
.....	\$	\$
.....	\$	\$

Please supply copies of all Underlying Liability Policies, including any additional policy terms, exclusions or conditions attached thereto and endorsed thereon.

7. Contractual Agreements

Give details of any agreements you have made under which you have:

- (i) Accepted liability which would not normally be your responsibility:.....
.....
- (ii) Given away your legal rights of recovery from other parties:
.....
- (iii) Are all agreements as above covered by Underlying Policies? Yes or No
If No, please describe limitations (and attach copies of contracts of agreements):
.....

8. Care, Custody or Control

(i) List all non-owned premises with values in excess of the Self Insured Retention

<i>Location</i>	<i>Type of Property</i>	<i>Estimated Value</i>
.....	\$.....
.....	\$.....
.....	\$.....

(ii) List all property of others in care, custody or control with values in excess of Self Insured Retention (include leased office equipment, leased machinery, goods on consignment, customers' goods and property stored, in transit or being held for repair or testing, etc)

<i>Location</i>	<i>Occupancy</i>	<i>Estimated Value</i>
.....	\$.....
.....	\$.....
.....	\$.....

- (iii) Is the property listed above protected by Underlying Insurance Policies? Yes or No
If No, describe limitations:.....
.....

9. Motor Vehicle Liability

(i) State the number of units owned and / or leased:

Private passenger	.....
Trucks – Light	.....
Trucks – Medium	.....
Trucks – Heavy	.....
Prime Movers	.....
Trailers	.....
Omnibuses	.....	Seating Capacity:.....
Miscellaneous Vehicles (eg. Tractors, etc)	.....
Others	.....

- (ii) Are flammables or explosives carried? Yes or No
If Yes, please describe the units including capacity of each and substances carried:
.....
.....

- (iii) Are all units above insured by Underlying Policies? Yes or No
If No, describe limitations:.....
.....

10. Railroad Operations

- (i) Are any Rail Cars, Locomotives, Rolling Stock or Railways owned, operated or maintained? Yes or No
 If Yes, please give details:
- (ii) To what extent do Underlying Policies cover the above exposure?

11. Advertising Liability

- (i) Estimated annual advertising expenditure contemplated for:
 - Press \$.....
 - Television \$.....
 - Radio \$.....
 - Other \$.....
- (ii) Describe all advertising contemplated within the next twelve months:
- (iii) Will an Advertising Agency be used? Yes or No
- (iv) Are the above exposures covered by Underlying Policies? Yes or No
 If No, please explain:

12. Other Sub-Limits

Do any of the Underlying Policies contain sub-limits on particular exposures other than those detailed in Questions 7 to 11 above? Yes or No
 If Yes, please describe limitations:

13. Previous Umbrella Insurance

- (i) Name of Insurer:
- (ii) Period of Risk:
- (iii) Has any Insurer cancelled, declined or refused to renew this form of coverage? Yes or No
 If Yes, please explain:

14. Claims

After investigation with present and past insurers, please provide the following information:

(i) Total aggregate losses from the ground up, including defence costs

<i>Policy Period</i>	<i>No. of Claims</i>	<i>Total Amounts Paid</i>	<i>Amount in Reserve</i>	<i>Total Incurred</i>

(ii) Individual losses, valued at \$5,000 or more from the ground up, including defence costs

<i>Date of Occurrence</i>	<i>Product Involved</i>	<i>Year Manufactured</i>	<i>Describe Occurrence and Injury ro Damage</i>	<i>Amount Paid and Reserved</i>

(iii) Are you aware of any other incident that may result in claims against you? Yes or No

If yes, please provide full details:

15. Insurance History

Has any Insurer ever declined, refused to renew, cancelled, or imposed special terms or conditions on any proposal, renewal or policy held by you? Yes or No

If yes, please provide details:

Declaration:

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Proposal
- The statements in this Proposal are true and complete and no material information has been withheld
- I/We have read and understood the Important Notices accompanying this Proposal
- 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 Proposal 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 Proposal and otherwise made by me or on my behalf in relation to this insurance
- Except where indicated to the contrary, I/We understand that any statement made in this Proposal 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 Proposal 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/s: **Date:**

Name/s: **Title:**