

ENCORE LIABILITY – SECURITY INDUSTRY PROPOSAL

Important Notices

Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a 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 is relevant to our decision to insure you and to the terms of that insurance. 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.

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, and
- 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
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

Privacy Statement

The information collected on this proposal form will be used to assess your request for insurance and to provide other insurance services in accordance with our privacy policy. Calliden may share your information with other third parties, as defined in the privacy policy, in order to undertake insurance services. If you do not complete the proposal form in full, and in accordance with your duty of disclosure, Calliden may not be able to provide you with insurance or may impose additional conditions on any cover provided.

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348 MILSONS POINT NSW 1565

Goods and Services Tax

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you

are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Don't Prevent Our Right of Recovery

The Liability policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

Claims Made and Notified Policy

The Professional Indemnity and Management Liability sections of your policy are claims made sections. 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 the possibility of which was intimated in any way prior to the commencement of 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.

For the purposes of this Policy, a claim means:

- a) written demand for compensation or damages or other relief; or
- b) a civil proceeding seeking compensation or damages or other relief; or
- c) any criminal charge brought against You alleging a Wrongful Act; or
- d) a notice of charge, formal investigation order or notice requiring You to attend an inquiry or other proceedings ordered by an Inquiring Body.

As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

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.

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1. Your Details

Insured Names(s) to be covered under this policy:					
Trading Name: (if applicable)					
Situation Address:				Postcode:	
Business Phone No.:	()		Fax No.:	()	
Website Address:					
Period of Insurance:	From:	/ /	at 4pm	To:	/ / at 4pm
Interested Parties:					
Tax Registered Business:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	ABN No:		Input Tax Credit: %

2. Limit of Indemnity

Please indicate limit of indemnity required

Part A - General Liability

\$1,000,000 <input type="checkbox"/>	\$5,000,000 <input type="checkbox"/>	\$10,000,000 <input type="checkbox"/>	\$20,000,000 <input type="checkbox"/>
\$1,000,000 <input type="checkbox"/>	Errors & Omissions included	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Cash In Transit	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Part B – Professional Indemnity

\$1,000,000 <input type="checkbox"/>	\$2,000,000 <input type="checkbox"/>	\$5,000,000 <input type="checkbox"/>	\$10,000,000 <input type="checkbox"/>
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Part C – Management Liability

\$1,000,000 <input type="checkbox"/>	\$2,000,000 <input type="checkbox"/>	\$5,000,000 <input type="checkbox"/>
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Name of Partners/ Directors	Experience	Qualifications Industry Affiliations		
Number of years Business has been operating:	Yrs			
Direct Employees Salary Range	\$1 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$200,000	\$200,000 +
Approximate No.:				
Number of Subcontractors:		Number employed Part time:		
Estimated payment to Subcontractors for this year: \$				

3. Details of the Business

Please indicate percentage of turnover applicable to the following security related activities. If your activities does not match a category noted, please describe all your business activities to be insured under the policy in the space provided below.

Design or alteration of security system	%	Traffic Control	%
Installation of security systems	%	Security related education programmes	%
Investigations	%	Fire Arms Training	%
Service & maintenance of security systems	%	Guard dog training and/or Breeding and/or Sale of dogs	%
Static Guarding	%	Monitoring of alarms	%
Centres, banks, gate-houses	%	Manufacture of security systems	%
Mobile Patrols	%	Crowd control at hotels	%
Responding to alarms	%	Crowd control at concerts	%
Cash In Transit	%	Crowd control at discos	%
Use of firearms	%	Crowd control at entertainment venues	%
Use of guard dogs	%	Body Guarding	%
Debt Collections	%	Other – Please specify below	%

Estimated turnover for this year From: (Mth) \$ Estimated wages for this year \$

Please provide turnover split in percentage below:

NSW	VIC	QLD	SA	WA	NT
%	%	%	%	%	%

Please provide the address or location of where you will be predominantly carrying out your business activities.

Postcode

Financial Information applicable to Parts B & C of the Encore Liability – Entertainment Policy. If this cover is not required, please skip to next section. This information can be obtained from a profit and loss statement or a most recent audited financial statement

Valuation of total assets:	\$	Valuation of total liabilities:	\$
Gross consolidated turnover for the current financial year:	\$	Gross consolidated turnover for the prior financial year:	\$

4. Subcontractors

Do you check subcontractors and part time personnel for adequacy of their public liability insurance prior to engagement? Yes No

Are you and all persons employed or engaged by you or on your behalf licensed and trained in accordance with the relevant Authorities and Legislation governing the security industry in the State in which you operate your business? Yes No

Please provide description below on the activities the subcontractors will be required to undertake.

5. Guard Dogs

Are all dogs properly kennelled when not being used for guard duty?

Yes No

Are all dogs professionally trained prior to being used for guard duty?

Yes No

Are dogs permanently under control of a handler whilst on duty?

Yes No

Are dogs muzzled or kennelled while handler is on a break while on duty at third party premises?

Yes No

6. Firearms

Number of guards licensed to use guns?:

No of fire arms used by company:

Are all guards licensed to carry firearms required to undertake refresher training on a regular basis?

Yes No

Frequency (Yrs)

Are all firearms serviced each year?

Yes No

Are all firearms licensed & stored, when not in use in accordance to regulatory requirements?

Yes No

7. Batons

Number of batons used?:

Are all guards required to undergo training prior to issue for use? Yes No

8. Errors & Omissions

Do you require Errors & Omissions cover? If "Yes". For what activities?

Yes No

9. Risk Management Controls

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Will your activities include the use vehicle, watercraft, aircraft or hovercraft, If "Yes", please contact our office for more information.

Yes No

Do you secure a written contract or engagement letter for every client?, If "No", please indicate how the scope of services is agreed for your clients.

Yes No

Do you provide security services at government facilities including airports, buildings and infrastructure of historical significance?

Yes No

Do you assume liability or entered into any contractual agreement with a Hold Harmless Clause or assume liability regardless of fault?

Yes No

Are verbal reports always confirmed in writing? If "No", how do you substantiate such verbal reports?

Yes No

Do you secure a written contract or engagement letter for every client? If "No", please indicate how the scope of service is agreed with your clients.

Yes No

How do you ensure the professional services and/or training material provided are in line with current best practice and / or operational framework?

Detail of the 5 largest contracts or projects undertaken by the insured

Project description	Fee income Derived	Date Completed
	\$	/ /
	\$	/ /
	\$	/ /
	\$	/ /
	\$	/ /

10. Employee Information

Please provide the following details for each insured's principles, partners, directors and key staff who will be conducting your Professional Services.

Name	Age	Qualification / Date Qualified	Yrs Experience

11. Human Resource & Management Controls

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Do you distribute employment handbook/policies to all employees at the commencement of their employment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you always check reference of potential employees or contractors including Police and (WWC) Work With Children Checks?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you seek legal advice or opinion prior to terminating any employees employment contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a documented process in dealing with internal handling and resolution of complaints made by employees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a written workplace policies and/or manual in relation to a) discrimination b) equal opportunity c) sexual harassment d) termination of employment? If "No" to a), b), c), d) – please provide ways in which the company would manage this process.	Yes <input type="checkbox"/> No <input type="checkbox"/>

12. Fidelity Controls

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Do you segregate duties so that no one individual can control any of the following activities from commencement to completion without referral to others?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signing cheques, preparing cheque requisitions, reconciling bank statements or issuing funds transfer instructions above \$5,000?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refund of Monies or return of goods above \$5,000?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Reconciling bank statements or corporate and/or company purchase credit cards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there an annual independent physical count or audit of stock or services that is reconciled against inventory stock and/or work completed?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If "No" to any of 12. Fidelity Controls, please provide ways in which the company would manage or minimise risk of employee dishonesty and misappropriation of monies.

13. Declaration

Detail of Your History
 After investigation, have you or any principal, partner, or director, either alone or jointly with others ever, in the last 5 years:

Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions imposed by an insurer? Yes No

Been charged with or convicted of any criminal offence? (excluding traffic offences) Yes No

Been declared bankrupt or subject to any form of insolvency administration? Yes No

If you have answered "Yes" to any of the above questions please provide full details:

How many years have you been in business/operation? Yrs

In the previous 5 Years have you made any claim on any insurance for loss or damage or suffered any loss or damage which would be covered by this proposed insurance? Yes No

Are you aware of any other incident(s) that have occurred in the last 5 years that may give rise to a claim against you? Yes No

If you have answered "Yes" to any of the above questions, please fill in the table below:

Year of Claim	Description of Incident	Settled	Amount claim settled for
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$

14. Authority

I/We

- (a) declare that:
- (i) the answers and information given by me/us in this Proposal and any addendum are true and correct in all respects;
 - (ii) no information has been withheld that would affect Calliden's decision to accept this Proposal;
 - (iii) where answers in this Proposal are not in 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 back of this Proposal;
 - (v) if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required.
- (b) authorise Calliden and Arena Underwriting Pty Ltd 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.
- (c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the applicable Calliden/Arena Underwriting Pty Ltd policy wording.
- (d) acknowledge that Calliden and/or Arena Underwriting Pty Ltd, its agents and/or employees reserve the right to decline this proposal.

Proposer's Signature:

Date: / /

Proposer's Name:

Proposer's Title: