



Security Industry Liability Proposal



Liberty
International
Underwriters.
Member of Liberty Mutual Group

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.

Statutory Liability Extension is Claims Made Insurance

The Statutory Liability is an Extension to the Policy and is 'Claims Made' insurance. This means that the extension covers you for any claims made against you and notified to the insurer during the period of insurance. This extension 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 Business address including overseas locations. (If more than one, please attach schedule)

c Asial Member? Yes No Pending 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

Please indicate % of Turnover (must add to 100%)	% of Turnover
i Design, alteration or installation of electronic security systems	%
ii Monitoring of alarms	%
iii Static guarding and mobile patrols	%
iv Locksmiths	%
v Training	%
vi Security consultant	%
vii Cash in transit	%
viii Traffic control	%
ix ATM response	%

x	Private investigator	%
xi	Access control	%
xii	Risk assessment	%
xiii	Debt collection	%
xiv	Crowd control (please complete Q3a-d)	%
xv	Other – please specify	%
TOTAL		100 %

Note: coverage under this proposed policy excludes all activities at:

- 1) Venues and events where the crowd / audience exceeds 5,000 persons or
- 2) Licensed premises.

“Licensed Premises” means any premises in respect of which a license exists (or should exist) to sell or supply liquor to persons for consumption at the premises or in the immediate vicinity of the premises but does not include:

- Restaurant premises
- Sporting venues

a Crowd Control Yes No

b Venue Name(s) and Address(es) of “Licensed Premises”?

c Do nights worked at the Licensed Premises include Friday and Saturday? Yes No

Average number of weekly evictions		Number of guards	
Average crowd size		Average & Maximum crowd size	

d Please provide % crowd control for the various venue types

Disco / Nightclub	%	Hotel / Tavern	%
RSL / Clubs	%	Private Homes	%
Sporting Venues	%	Function Venues	%
Bowling / Golf Clubs	%	Community Halls	%
Shopping Centres	%	Wineries	%
Other (please specify)			%

4 Services

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

Yes No

b Does the proposer provide any products or services related to aircraft or airport security?

Yes No

If Yes please provide details:

5 Risk Management

a Are you aware of all rules, regulations and standards applicable to your industry?

Yes No

b Do you ensure compliance with all existing rules, regulations and standards applicable to your industry?

Yes No

c Do you monitor AND ensure compliance with changes to all rules, regulations and standards applicable to your industry?

Yes No

d Are security checks carried out on all new staff, including labour hire/Body Hire workers?

Yes No

6 Professional Exposure

Where a fee is charged, there is no cover under this policy or the errors & omissions extension and a separate application is required for professional indemnity insurance

7 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 Excess	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 avoided or cancelled by an Insurer?

Yes No

- d Has the Proposer ever had any entitlement to indemnity under any Insurance Policy 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

8 Amount of Indemnity Required

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

Errors and Omissions Cover

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 extension 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 extension and a separate application is required for Professional Indemnity insurance

9 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

10 Period of Insurance

From / / at 4pm Local Standard Time

To / / at 4pm Local Standard Time

11 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

Alison Smith (NSW, ACT)

E: asmith@freemanmcmurrick.com.au Ph 02 9253 7709

Alf DeThomasis (QLD, NT)

E: adethomasis@freemanmcmurrick.com.au Ph 07 3223 7405

Meg Michell (VIC, TAS)

E: mmichell@freemanmcmurrick.com.au Ph 03 9211 3706

Richard Tierney (WA, SA)

E: rtierney@freemanmcmurrick.com.au Ph 03 9211 3708

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.