



PROPOSAL FORM

PUBLIC & PRODUCTS LIABILITY



IMPORTANT NOTICE

The information provided in this proposal will form the basis of any contract of insurance entered into. Please read the following notices carefully and ensure you answer all questions in full and read and sign the Declaration at the end.

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. This includes but is not limited to every fact and matter that you know or could reasonably be expected to know that might give rise to a claim against you. This may also include information which is additional to the questions asked in this proposal form. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. This means that prior to renewal or any policy variations, as well as advising of new information, you also need to advise the insurer of any changes to the facts previously notified. 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 or make a material misrepresentation to us, 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 and therefore decline to pay any claim. This means that your policy would be deemed to have never existed and no claims would be payable.

PRIVACY POLICY

Xenon Underwriting Pty Ltd ABN 14 626 485 078 AFSL No 517775 is committed to protecting your privacy and confidentiality in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and to the

extent applicable, the EU General Data Protection Regulations. It is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.

What information do we collect, hold and how do we use it?

We will collect personal information for primary purposes, which are relevant to providing and administering our financial products and services. Personal Information we hold which is identifiable as being about you. This includes information such as your name, email address, and any other information that can reasonably identify an individual, either directly or indirectly. To enable us to provide advice on and arrange financial services, we collect the information needed by ourselves to ensure appropriate advice to you and information required by product suppliers. We will usually provide some or all of this information to our product suppliers. Some of these companies may be located outside Australia. When a claim is made under an insurance policy, to enable us to assist in the claim process, we and our representatives and those of the insurer (including loss adjusters, investigators, medical advisers and lawyers) collect information about the claim, some of which may be personal information. We may collect the information from you or from third parties. We provide this information to the insurer and or their agents and those appointed to assist you in making a claim. Again, this information may be passed on to your underwriters and reinsurers. We may use your personal information internally to help us improve our services and help resolve any problems.

What if you don't provide some information to us?

We can only apply for and arrange financial service products if we have all relevant information. The insurance laws also require insured's to provide all the information required by the end insurer to help them decide whether to insure you and on what terms. Credit Providers also require specific information to help them assess any credit

applications that we may facilitate on your behalf.

How do we hold and protect your information?

We hold the information we collect from you in our computer system and in our hard copy files. We ensure that your information is safe by following the usual security procedures expected by our clients and in accordance with the guidelines issued by the Office of Australian Information Commissioner (OAIC).

Will we disclose the information we collect to anyone?

We may disclose information to:

- Financial institutions, other Australian Financial Service Licensees, Insurers, underwriters, underwriting agencies, wholesale brokers and reinsurers (for the purpose of seeking recovery from them or to assist them to assess insurance risks);
- Premium funders / Credit providers for the purposes of gaining quotations on and arranging funding of your insurance premiums / financial investments.
- An investigator, assessor, State or Federal Health Authorities, lawyers, accountants, medical practitioners, hospitals or other professional advisors (for the purposes of investigating or assessing your claim);
- A lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovery costs including your excess);
- Contractors who supply services to us, e.g. to handle mailings on our behalf; and
- An immediate family member.

Other companies in the event of a corporate sale, merger, reorganisation, dissolution or similar event. However, we will do our best to ensure that they protect the information in the same way that we do. We may provide this information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits. We do not sell, trade, or rent personal information to others.

How can you access, check, update or change your information?

Upon receipt of your written request from you and enough information to allow us to identify the information, we will disclose to you the personal

information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate. If you wish to access or correct your personal information please write to the Privacy Officer, C/- our office. We do not charge for receiving a request for access to personal information or for complying with a correction request. We do however reserve the right to charge you for all reasonable costs and outgoings specifically incurred in meeting your request for information.

Your consent

By asking us to provide you with our financial services, you consent to the collection and use of the information you have provided to us for the purposes described above.

Complaints about privacy

Should you have a query or a complaint regarding a breach of privacy please our Complaints Officer who will handle the matter in accordance with our formal complaints handling procedures. Your complaint can be lodged over the phone, via mail or email or you may wish to make an appointment with our Complaints Officer at a convenient time and location. We will do all that is reasonable in the circumstances to address your complaint. The OAIC can investigate privacy complaints from individuals about our business if we are specifically caught by the Privacy Act. We also follow the Notifiable Data Breach obligations imposed by the Privacy Act. Before a client can lodge a complaint with the OAIC, they will generally need to complain directly to ourselves and allow 30 days for it to respond. If they do not receive a response within 30 days, or they are dissatisfied with our response, they may then complain to the OAIC. Complaints to the OAIC must be made in writing. Further information on the complaints process is available for clients wishing to complain regarding a Privacy Breach at www.oaic.gov.au

Information Sent Overseas

In certain situations, it is likely that that some or all of the Personal Information that you provide to us may be disclosed to businesses that operate overseas. This would only occur where the product provider / intermediary is based overseas – e.g. Lloyds of London syndicates or brokers and other overseas based insurers and intermediaries or in

situations where we utilise “Cloud Computing” services that are situated outside Australia. In all such cases, unless we expressly inform you and obtain your consent to the contrary, we commit to making reasonable enquiries to ensure that these organisations comply with their local privacy legislation where such legislation is comparable to the Australian legislation and to comply with the key components of Australian Privacy legislation in cases where their local legislation is considered inadequate or non-existent.

General Data Protection Regulation (GDPR) for the European Union (EU)

We will comply with the principles of data protection set out in the GDPR for the purpose of fairness, transparency and lawful data collection and use. We process your personal information as a Processor and/or to the extent that we are a Controller as defined in the GDPR. We must establish a lawful basis for processing your personal information. The legal basis for which we collect your personal information depends on the data that we collect and how we use it. We will only collect your personal information with your express consent for a specific purpose and any data collected will be to the extent necessary and not excessive for its purposes. We will keep your data safe and secure. We will also process your Personal Information if it is necessary for our legitimate interests, or to fulfill a contractual or legal obligation. We process your personal information if it is necessary to protect your life or in a medical situation, it is necessary to carry out a public function, a task of public interest or if the function has a clear basis in law. We do not collect or process any personal information from you that is considered “Sensitive Personal Information” relating to your sexual orientation or ethnic origin unless we have your explicit consent, or if it is being collected subject to and in accordance with the GDPR. You must not provide us with your personal information if you are under the age of sixteen without the consent of your parent or someone who has parental authority for you. We do not knowingly collect or process the personal information of children.

Your rights under the GDPR

If you are an individual residing in the EU, you have certain rights as to how your personal information

is obtained and used. We comply with your rights under the GDPR as to how your personal information is used and controlled if you are an individual residing in the EU. Except as otherwise provided in the GDPR, you have the following rights:

- To be informed how your personal information is being used;
- Access your personal information (we will provide you a free copy of it);
- To correct your personal information if it is inaccurate or incomplete;
- To delete your personal information (also known as the “right to be forgotten”);
- To restrict processing of your personal information;
- To retain and reuse your personal information for your own purposes.
- To object to your personal information being used; and
- To object against automated decision making and profiling.

Please contact our Complaints Officer at any time to exercise your rights under the GDPR. We may ask you to verify your identity before acting on your requests.

Disclaimer

Although we intend to observe this policy at all times, you should note that the Privacy Act does not apply to small businesses. It only applies to businesses with an annual turnover of \$3M or more per annum. Therefore, should we be in a position where the Privacy Act does not legally apply to us we may decide it is necessary or desirable to act outside this Policy. We may do so, subject only to any legal obligations we have to you or under any law, including the Privacy Act.

Updating this Privacy Policy

We may make changes to this Privacy Policy from time to time for any reason. The revised version will be available at our office or on our website.

Contact Details

We welcome your questions and comments about privacy. If you have any concerns or complaints, please contact:

Privacy Officer, Xenon Underwriting Pty Ltd, 2/1027 Manly Road, Tingalpa 4173,
Phone: (07) 3823 1302
Email: enquiries@xenonunderwriting.com

Liability Proposal Form

Xenon Underwriting Pty Ltd ABN 14 626 485 078 AFSL No 517775



Note: if additional space is required for any response, please provide further details on a separate sheet of paper with your letterhead. All attached documents form part of the proposal.

1. The Insured

Name: Full name of all entity/s proposed to be insured		ABN: of all entity/s to be insured	
Insured Name 1		ABN	
Insured Name 2		ABN	
Insured Name 3		ABN	

Situation/s: details of each premises occupied for the purpose of conducting your business

Location 1	
Occupied By / Used For	Owned/Leased
Location 2	
Occupied By / Used For	Owned/Leased
Location 3	
Occupied By / Used For	Owned/Leased

Business Activities: full description of business activities

Years in continuous business	
Business website/s	

2. Period of Insurance

From		at 4pm LST	To		At 4pm LST
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3. Limit of Indemnity

Public Liability	\$	Notes	
Product Liability	\$	Notes	
Care, Custody & Control	\$	Notes	

4. Underwriting Information

A) Turnover/Income: estimated gross annual turnover/income for all activities			\$
Product/Service Turnover		\$	%
Product/Service Turnover		\$	%
Product/Service Turnover		\$	%
Product/Service Turnover		\$	%
Product/Service Turnover		\$	%
Product/Service Turnover		\$	%

Provide an approximate breakdown of estimated gross annual turnover by State/Territory and overseas

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas
%	%	%	%	%	%	%	%	%

B) Employees: number of employees

Directors, partners or proprietors				
Full Time		Part Time		
Casual		Other		

C) Employee Wages: estimated annual wages to employees

	\$
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D) Labour Hire Personnel

Do you engage labour hire personnel?	
Labour hire annual payments	\$
Activities of labour hire personnel	

E) Contractors & Subcontractors	
Do you engage contractors and/or subcontractors?	
Contractor/subcontractor annual payments	\$
Activities of Contractor/subcontractor	
Do you always confirm they hold a current liability policy? If NO, why not?	

F) Do you manufacture, alter, repair, repackage or sell any products?	
If yes, provide a list of products and use of each product	

G) Imports & Exports				
Do you import any product?				
Product		Country	Turnover	\$
Product		Country	Turnover	\$
Product		Country	Turnover	\$
Product		Country	Turnover	\$
Do you export any products?				
Product		Country	Turnover	\$
Product		Country	Turnover	\$
Product		Country	Turnover	\$
Product		Country	Turnover	\$

H) Quality Assurance	
Are you ISO accredited?	
If YES provide more information as to accreditation	
Have you ever had to recall a product?	
If YES provide more information as to the recall	

Do you have any written statement in relation to quality control? If YES, provide details	
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I) Do any business activities involve the following?

Underground Operations Mining / Drilling / Quarries Overseas Operations or Offshore Watercraft / Offshore Aircraft / Aerospace Welding / Hotwork Blasting / Demolition Asbestos Exposures Railway lines or Stations Oil or Gas Rigs Oil or Chemical Refineries Power Stations Defence Sites Shipyards Tunnels, Bridges or Dams		
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J) Work Away from Premises

Do any of the business activities involve off-site work?	
If YES provide full details of activities	

K) Working at Height

What is the maximum height to which you work at?	
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5. Contractual Liability

Have you entered into any contract/s where you have agreed to contractual hold harmless clauses, indemnities, any waiver of subrogation or rights of recourse against any entity or third party?	
If YES please provide more information	

6. Hazardous Good

Are any gases, explosives or hazardous chemicals used?	
If YES please provide more information	

Do any business activities produce trade waste or other pollutants which have the potential to cause injury, property damage or environmental harm?	
If YES please provide more information as to removal/transport/disposal of waste	

7. Errors & Omissions

Do you provide any advice, design to third parties for a fee?	
If YES provide more information as to activities	

8. Claims History

Have there been any claims/known circumstances of which could give rise to a claim? If YES please provide more information below	
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Date	Claim Details	Amount
		\$
		\$

Declaration

Have you or any director / partner / manager of the business ever:	
Had insurance declined or cancelled	
Been involved in any other business	
Had an insurer refuse or not invite renewal	
Had any special conditions imposed on a policy of insurance	
Had a special excess imposed on a policy of insurance	
Had a claim rejected under a policy of insurance	
Been declared bankrupt or placed into receivership or liquidation	
Been charged with or convicted of a criminal offence	
If YES to any of the above questions, please provide full details	

I, the undersigned, declare and acknowledge

	That I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal.
	That after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and I have not withheld any material information from this proposal.
	That this proposal and any accompanying documents shall form or partly form the basis of the contract proposed.
	That until a Contract of Insurance is entered into, I am obliged to inform Xenon of any changes to any information supplied or of any new information that is relevant.
	That I understand Xenon relies on the accuracy of the information and documentation supplied proposing for this insurance.
	That I have read and understood the Important Notices which form part of this proposal.
	That I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposer's acceptance of an offer by Xenon, if any.
NSW Only	
<p>If the proposed Insured is a small business with a turnover of less than AU\$2 million in the last financial Year you may be Stamp Duty exempt. If so, then you are required to provide a current NSW Stamp Duty Exemption for Small Business Declaration in order to remove stamp duty from the quote. Otherwise, in accordance with Ch 8, Pt 5A of the Duties Act 1997 (NSW), from 1 January 2018 Xenon will charge stamp duty on risks that 1) occur within or partly within NSW or 2) cover NSW property.</p> <p>If YES, you will be required to provide a current NSW Stamp Duty Exemption for Small Business Declaration in order to remove stamp duty from the quote.</p>	

Signed	Print Name & Title	Date
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