



 **PRORISK**

**Small Business Insurance Proposal Form**

Proposal Form

## IMPORTANT NOTICES

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### YOUR DUTY OF DISCLOSURE:

Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty 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, upon 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 of disclosure is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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 inception.

### ALTERATION TO RISK AND DEREGISTRATION

The policy requires you to notify the insurer within thirty days of any material change in the nature of your organisation, or any act of insolvency or bankruptcy. The policy requires you to give immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of your statutory registration. Claims arising following the cancellation, suspension or termination of your statutory registration are excluded from indemnity under the policy.

### LIMITED LIABILITY

The policy provides that if a payment greater than the limit of indemnity is required to dispose of a claim, the insurer's liability for costs and expenses will be limited to the proportion that the limit of indemnity bears to the payment required to dispose of the claim.

### POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

### WAIVER OF RIGHTS OF SUBROGATION

The policy provides that you must not, without our prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery in respect of any claim covered under the policy. Further, you must not do anything or fail to do anything which excludes, limits or prejudices our rights of subrogation.

### PRIVACY STATEMENT

ProRisk is bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

A copy of our Privacy Statement is available from our website [www.prorisk.com.au](http://www.prorisk.com.au). To request access to or update your personal information, contact the Privacy Officer at ProRisk by email: [enquiries@prorisk.com.au](mailto:enquiries@prorisk.com.au) or by mail at the address shown on this Proposal.

**IMPORTANT NOTICE:**

- When answering these questions "Applicant" or "You" or "Your" refers to: The organisation, all related entities, directors, secretaries, officers, trustees, committee members, employees, or volunteers of the organisation.
- All questions must be answered in order for ProRisk to provide a quotation.

**Applicant's Details**

- Full name of the Applicant to be insured
- Trading name(s) .....
- ABN.....
- Principal business address   
 State  Postcode
- Is the building leased or owned?  Leased  Owned
- Business description:
- Turnover: \$  per year
- Staff numbers:

STAFF	NUMBERS
Directors	
Full time employees (excluding the above)	
Part time & casual employees	
<b>Total</b>	

**Cover Required**

- Please advise sums to be insured:
 

• Business Property \$ <input type="text"/>	• Liability \$ <input type="text"/>
• Theft \$ <input type="text"/>	• Machinery Breakdown \$ <input type="text"/>
• Business Interruption \$ <input type="text"/>	• DOS \$ <input type="text"/>
• Money \$ <input type="text"/>	• Electronic Equipment \$ <input type="text"/>
• Glass \$ <input type="text"/>	• General Property \$ <input type="text"/>
- Period of Insurance required: **Inception**  ..... **Expiry**
- Is the Applicant currently insured? .....  No  Yes  
 If **Yes**, who is the current insurer:
- Do you require flood cover? **ProRisk can offer up to \$25,000 in flood cover for an additional premium.....**  No  Yes

**Construction**

13. Please advise the materials used to construct the building for which you are seeking cover:

**Roof**

- Tiles
- Corrugated iron
- Other roofing material - please specify below:

**External walls**

- Timber
- Fibro
- Brick
- Other material - please specify below:
- Concrete
- Corrugated iron
- Aluminium Cladding

- 14. Does the building contain any Asbestos?.....  No  Yes  Unknown
- 15. Does the building contain any Aluminium Composite Cladding?.....  No  Yes  Unknown
- 16. Do the buildings internal walls / linings or surface area (including cool rooms or refrigeration) contain sandwich panels or exposed polystyrene (EPS)? .....  No  Yes  
If **Yes**, what percentage?.....  %
- 17. Number of stories  stories
- 18. Age of the building  years
- 19. Is this situation serviced by a town water supply?.....  No  Yes
- 20. Is the building heritage protected or national trust listed? .....  No  Yes
- 21. Has the premises been rewired or re plumbed in the last 10 years? .....  Rewired  Re plumbed

**Fire Protection**

22. Please select the fire protection your business premises has in place:

- Fire Extinguishers
- Fire Alarm
- Hose Reels
- Fire Blankets
- Smoke Detectors monitored
- Sprinklers
- Smoke detectors not monitored
- None

**Security**

23. Please select the security your business premises has in place:

- Deadlocks
- Monitored base Alarm
- Bars/Grills
- Safe
- CCTV
- None

**Risk Management**

- 24. Are deep fryer units thermostatically controlled with automatic cut off switch?.....  No  Yes
- 25. Are deep fryer units fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit)? .....  No  Yes

26. Size of Deep fryers (how many litres do they hold) .....  Litres
27. Is oil in the fryer replaced at least weekly and is oil filtered every second day? .....  No  Yes
28. Is any unsupervised cooking or baking undertaken after hours? .....  No  Yes
29. Are all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps thoroughly cleaned over the entire internal and external areas, by the removal of all greasy and oily deposits and other waste materials, at least every fourteen (14) days? .....  No  Yes
30. Is the entire internal area of all flues and extraction ducting, including extraction motors and fans, thoroughly cleaned by the removal of all greasy and oily deposits and other waste materials, at least every six months

**AND**

- Is there written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.....  No  Yes
31. Are suitable fire extinguishers and/or blankets kept in the frying and cooking area, and are staff trained in their use? .....  No  Yes
32. Is there a fire extinguisher installed to the kitchen area?.....  No  Yes
33. Is a fire blanket installed in the kitchen area?.....  No  Yes
34. Is servicing of fire equipment carried out annually?.....  No  Yes

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**Claims Information**

35. Has the Applicant made any claim(s) on an insurer for loss or damage in the last five years (whether insured or uninsured):.....  No  Yes  
 If **Yes**, please provide claims details in an attachment. If **No**, go to question 37 .....  Details provided
36. If **Yes to 35** please provide details in an attachment as to what action was taken to prevent a recurrence of the situation which gave rise to each claim detailed in question 35.....  Details provided
37. After making appropriate enquiries, are there any facts or circumstances which any directors, Officers, partners or proprietors and any other person proposed for coverage are aware of, that may give risk to a claim Under the policy? .....  No  Yes  
 If **Yes**, please provide details in an attachment. ....  Details provided
38. Has the Applicant ever had an insurer decline a proposal, impose special terms, decline to renew or cancel an insurance policy?.....  No  Yes  
 If **Yes**, please provide details in an attachment. ....  Details provided
39. After making enquiries, has the Applicant discovered any losses from employee dishonesty, burglary, robbery, disappearances, destruction or forgery or other criminal or dishonest act in the last five years? .....  No  Yes  
 If **Yes**, please provide details in an attachment. ....  Details provided
40. After making enquiry, has the Applicant been audited or been the subject of a Risk Review by the Australian Taxation Office, any State or Territory Revenue Office, or any other official body authorised to investigate the taxation paid or payable by the Applicant within the last five years?.....  No  Yes  
 If **Yes**, please provide details in an attachment. ....  Details provided

41. After enquiry, is the Applicant aware of any facts or circumstances, which might afford valid grounds for any future investigations, inquiries, regulatory proceedings, or other claims, which may be covered by us, under any coverage for which it has applied?.....  No  Yes  
If **Yes**, please provide details in an attachment. ....  Details provided

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## Declaration

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the Applicant to complete this Proposal.
- I have read and understood the Important Notices accompanying this Proposal.
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the ProRisk Privacy Statement.
- I authorise ProRisk to collect or disclose any personal information relating to this insurance to or from other insurers or insurance or credit reference services.
- I confirm that the statements and information in this Proposal are true and complete.
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform ProRisk of any change to the information contained in this Proposal.
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract.

Name:

Position:

Signature:  Date: