

## Proposal form

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### IMPORTANT NOTICES

**Please read the following before proceeding to complete this proposal form.**

#### **Your Duty of Disclosure**

This policy is a consumer insurance contract.

When answering questions in this Proposal Form, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other insured person(s) must answer questions we ask at the time of application and at renewal with relevant and complete information and you must not misrepresent any information that you give to us. You have the same duty in relation to anyone else whom you want to be covered by the policy.

If you fail to comply with your duty, and we would not have issued the policy for the same premium and on the same terms and conditions, we may be entitled to reduce our liability under the policy in respect of any claim or we may cancel the policy.

If your failure to comply with your duty is fraudulent, we may refuse to pay a claim and treat the policy as never having been in existence.

#### **Completing this Proposal Form**

Please answer all questions giving full and complete answers.

It is the duty of the Applicant to provide all information that is requested in the Proposal Form.

If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.

The Proposal Form must be completed, signed and dated by a person who must be of legal capacity and authorised for the purpose of requesting this insurance for the organisation who acts as the Applicant.

This Proposal Form DOES NOT BIND the Applicant or the Insurer to complete the insurance but will form part of any insurance.

#### **Privacy Collection Statement**

At DUAL Australia Pty Ltd (DUAL), we are committed to protecting your privacy and complying with the Privacy Act 1988 (Cth) ('Privacy Act').

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else, you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies).

We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at [privacy@dualaustralia.com.au](mailto:privacy@dualaustralia.com.au) or access it via the 'Privacy Policy' [link](#) on our website.

## Section 1 - Details of applicant

1. Insured entity type (please select):

Sole Trader

Unlisted Limited Company

Partnership

Not For Profit / Association

Public Listed Company

Private Company (Pty Ltd)

2. ABN:

3. Insured Name:

4. Trading Name (if applicable):

5. Insured's Registered Address:

(Place where business is registered/place of incorporation.)

6. Insured's Website Address:

The Insured does not have a website

7. Occupation/Business Description:

Please provide a detailed description of all business activities including the activities of any related entities.

8. Annual revenue / Turnover for the last 12 months: (AUD) \$

If new or trading less than 12 months, please estimate annual revenue / turnover for next 12 months.

9. Staff Size:

Include all principals, partners, directors, and employees (full time, part time and casual staff, interns and volunteers).

10. Period of Insurance: From:

to

## Section 2 - General questions

11. Is the risk currently Insured?

Renewal

New business – insured elsewhere

Not Insured

12. After enquiry of all Partners, Principals, Directors, Officers, Trustees and Senior Managers:

- a. Have there been any claim(s) made against the Insured or any loss or expense incurred\* which might fall within the terms of this insurance cover?

OR

- b. Have any circumstances occurred which may give rise to a claim against the Insured or result in any loss or expense incurred\* which might fall within the terms of this insurance cover?

Yes

No

\*Incurred means any settlement made, legal fees, defence costs or reserved amounts.

If YES, please attach a claims history on insurer letterhead for all years.

13. Has the Insured or any Partners, Principals, Directors, Officers, Trustees and Senior Managers ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined (other than insurer exiting that area of insurance), or had special terms or restrictions imposed?

Yes

No

If YES, please provide details:

14. Is the Insured domiciled in Australia with no subsidiaries outside Australia or New Zealand?

Yes

No

If YES, proceed to question 15.

If NO, please confirm:

- a. Is the Insured domiciled in Australia?

Yes

No

- b. Where are the Insured's overseas subsidiaries?

Yes

No

Please specify below in which countries the Insured's subsidiaries are located and indicate the percentage of total revenue derived.

**Subsidiary Name**

**Country**

**Revenue %**

15. What is the Insured's breakdown of turnover?

We use this information to apportion the payment of stamp duty across different states and territories where the Insured operates their business. This is important because for certain policies we offer which need to have stamp duty apportioned across different states and territories.

NSW %	ACT %	QLD %	VIC %	TAS %	SA %	WA %	NT %	O/S %*	Total
									100%

16. Is the Insured exempt from GST? Yes No

17. Is the Insured exempt from Stamp Duty? Yes No

If YES, please confirm that the exemption applies to the insured,  
or if no, please continue to question 18.

a. **NSW Small Business Exemption** Yes No

I declare that the Insured is a small business and qualifies for the NSW small business stamp duty exemption in relation to this policy.  
I have obtained a signed declaration from the Insured in accordance with the requirements of Revenue NSW and I will provide the signed declaration to DUAL on binding or upon request.

b. **Other Exemption** Yes No

I declare that the Insured relying on a stamp duty exemption (for example a charity organisation exemption) in relation to this policy.  
I have obtained a copy of the exemption certificate(s) or declaration(s) and any other supporting documentation to verify this exemption and I will provide a copy to DUAL on binding or upon request.

## Section 3 - Journey Personal Accident specific questions

18. Number of insured persons per state:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	O/S
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19. Occupation(s) of insured persons:

20. Duties of Insured Persons:

a. White collar – office based:%

b. White collar – non-office based: %

c. Blue / grey collar: %

d. Blue collar: %

21. Is recess cover required? Yes No

22. Please confirm the requested Schedule of Benefits:

Benefit	Example amount per Insured Person	Required Amount (please specify)
Accidental Death & Disablement	5 x salary up to a maximum of: \$100,000	x salary up to a maximum of: \$
Weekly Injury Benefit	\$1,000	\$
Benefit Period	104 weeks	
Excess Period	7 days	
Fractured Bones Benefit	\$3,000	\$
<b>Additional Benefits</b>		
Transport to and from work	\$25 per day up to a maximum of 12 weeks	\$
Re-imbursment of professional or membership fees	\$250 memberships for a maximum of 2 memberships	\$
Return to work assistance	\$5,000	\$
Funeral Expenses	\$5,000	\$
Modification Expenses	\$5,000	\$
Bed Care Benefit	\$5,000	\$

#### Other

Please declare any other relevant information that may be required to underwrite the risk:

Please note: If there is insufficient space under any of the questions to provide details, please attach and submit answers on a separate document.

# Declaration

## **Signing this Proposal Form does not bind the proposer or the Insurer to complete this insurance**

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' above.

The undersigned acknowledges that they have read the Product Disclosure Statement, policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage. The undersigned also acknowledges that they have read the Target Market Determination and considers that they comprise a part of the target market for this insurance. The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

## **To be signed by the Insured for whom this insurance is intended for**

Full name:

Position:

Signature:

Date:

**It is important the undersigned of the declaration above is fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt, please contact the broker or agent, since non-disclosure may affect an Insured's right of recovery under the policy.**

DUAL Australia recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this proposal form and correspondence).

## **IMPORTANT NOTICES**

### **Product Disclosure Statement**

Please refer to the Product Disclosure Statement (PDS) (found at the beginning of the policy wording) for further information. The purpose of the PDS is to help you understand the cover offered under the policy and provide you with sufficient information to enable you to make an informed decision about whether to purchase this policy.

### **Notification of Claims**

Should an incident occur which may give rise to a claim under this policy, you should notify us via email or post as soon as reasonably practicable after the date of the occurrence and within the insurance period using the contact details below.

Email: [claims@dualaustralia.com.au](mailto:claims@dualaustralia.com.au)

National Claims Manager

DUAL Australia Pty Ltd

Level 29, 123 Pitt Street, Sydney NSW 2000

## Target Market Determinations Design and Distribution Obligations

DUAL Australia's Target Market Determination (TMD) for this product will be available on our [website](#) from 5 October 2021 to ensure compliance with Pt 7.8A of the *Corporations Act 2001* (Cth) and supporting regulations.

A TMD is prepared by the issuer of the product (in this case, DUAL Australia) and aims to provide customers and distributors with sufficient information to understand who the product is designed for. Please review the TMD to ensure that this product is suitable for the Applicant and that they form a part of the target market. If you have any queries in relation to the TMD, please do not hesitate to contact us on [compliance@dualasiapacific.com](mailto:compliance@dualasiapacific.com).

## Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

## Surrender of Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the Policy, but you have agreed with that person either before or after the inception of the Policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the Policy for any such loss or damage.

## Helping you do more

Sydney | Melbourne | Perth | Brisbane

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