



**MEMBER SERVICES INSURANCE QUESTIONNAIRE 2025-2026** 



#### **TABLE OF CONTENTS**

Introduction	2
Your Dedicated Austbrokers Comsure Service Team  Member Service Profile	
Questionnaires	6
Industrial Special Risks Insurance	7
Machinery Breakdown	11
Public & Products Liability	13
Motor Fleet including volunteers excess Insurance	15
Volunteers Personal Accident	18
Management / Association Liability Insurance	20
Cyber Insurance	22
Signing This Insurance Declaration	23
Exit Feedback Form	24
Important Notices and Information	25
Important Information	26
Privacy Collection Notice	28
Terms of Credit	30
Terms of Engagement	30
Uninsured Risks	
Glossary of Terms	32

#### Confidentiality

The information contained in this questionnaire is confidential between *Queensland Meals on Wheels Member Services* ("Member Services") and Citycover (Aust) Pty Ltd t/as Austbrokers Comsure ("Austbrokers Comsure"). Accordingly, we trust you will understand this document is provided to the Member Services, and its officers, employees and representatives in confidence and may not be reproduced in any form or communicated to any other person, firm or company without the prior approval of Austbrokers Comsure.

#### **Privacy**

Austbrokers Comsure and our associated entities value the privacy of your personal information and are committed to handling your personal information in accordance with the Australian Privacy Principles and the Privacy Act. Full details of how we collect, hold, use and disclose personal information is available in our Privacy Policy at <a href="https://www.abcomsure.com.au">www.abcomsure.com.au</a>



# Introduction

This insurance questionnaire is distributed to each Member Services to gather the necessary information for the renewal of the available insurance policies. It is important to note that the insurance program for Queensland Meals on Wheels Member Services is organised on a "group" basis. Consequently, there is a single policy for each insurance class that provides coverage for all Member Services that have chosen to participate in the program.

To enable you to make an informed decision on whether you should continue to be part of this program, the following are some of the advantages and disadvantages of insurance programs arranged on a group basis:

PRO'S	CON'S
Bespoke Cover – Policies are more comprehensive and customised based on the collective needs and in most cases, the individual needs of the Member Services.	Some terms are on a "take it or leave it" basis and are being applied across the board regardless of the size of the Member Services, e.g., the same excess amounts are imposed to all which may be disproportionate for some Member Services who operate only a small kitchen.
The misfortune of the few is borne by the fortunate many – The negative impact on the pricing of insurance due to the adverse claims experience of some Member Services can be mitigated by the good performance of the other Member Services with clean or minimal loss records ("Shared Benefit")	The misfortune of the few is borne by the fortunate many – The adverse claims experience of some Member Services can have a negative impact on the pricing of insurance for the whole group and can affect even those with clean or minimal loss records ("Shared Burden").
Bulk Business – Can drive the premium down and put more leverage in negotiating the terms and conditions with insurers.	
Convenience – Policies usually have "automatic" or "sleep-easy" covers, hence, it is relatively fast and easy for Member Services to obtain insurance for newly acquired properties or locations.	

Should you wish to be part or continue to be part of the group insurance program, we would appreciate if you could **complete the questionnaire for each policy section** that you require cover.

Otherwise, we likewise appreciate if you could provide us some feedback as to why you decided not to join the program by completing the general feedback section at the end of this document.

We ask that you carefully review the information contained in this renewal questionnaire and provide the updated details where required. This way we can ensure we are obtaining renewal terms and comparison quotations for you and/or your business based on accurate information.



#### Make sure you comply with your Duty not to Misrepresent:

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the Duty not to Misrepresent. As such, you need to disclose to us any facts or circumstances that may affect the Insurer's decision to insure you and on what terms. For further details, we encourage you to read the Important Notices and Information attached at the end of this questionnaire.

All information declared on this questionnaire will form part of our renewal negotiation with the Insurers for the policy **period 31/03/2025-31/03/2026** and any changes will take effect from the inception date of the policies for the said period. If you wish any changes to take effect immediately, please reach out to **Anthony Stein** or **Jennifer Rees** to request this separately.

Returning the questionnaire is easy:

Please return the completed declaration by **6th January 2025** via email to the following email address:

qldmealsonwheels@abcomsure.com.au

#### **Deadline of Submission of the Completed Questionnaire:**

In order to provide sufficient time for negotiating favourable terms for your insurance policies, we kindly request that you submit the completed questionnaire to our office via the below email address provided below by no later than **Monday**, **January** 6<sup>th</sup>, **2025** 

#### **IMPORTANT NOTES:**

- 1. The inability to submit the completed questionnaire by the specified deadline will adversely affect all Member Services, as it will result in delays in the arrangement of policies for the entire group.
- 2. It is important to understand that Certificates of Currency cannot be issued until the premium allocation is finalised and the invoices are both issued and settled by the Member Service.



#### YOUR DEDICATED AUSTBROKERS COMSURE SERVICE TEAM

A platform of our approach is the provision of personal service through a dedicated service team who are totally focused on your business. The following is where you can contact the Service Personnel servicing your account. Please ensure that this information is kept in an easily accessible place should the need arise for you, your staff or your colleagues to make contact urgently.

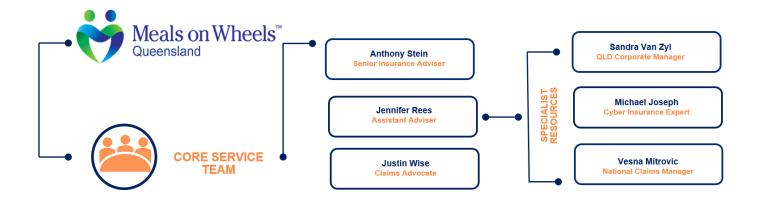
ADDRESS: Level 9, 200 Creek Street, Brisbane QLD 4000

POSTAL: GPO Box 1476, Brisbane, QLD 4001

**PHONE**: 1800 122 194

EMAIL: <a href="mailto:info@abcomsure.com.au">info@abcomsure.com.au</a>

#### **DEDICATED TEAM**



#### **CONTACT INFORMATION**

## **Anthony Stein**

#### **Senior Insurance Adviser**

anthony.stein@abcomsure.com.au



(07) 3270 1516



0419 710 868

#### Jennifer Rees

#### **Assistant Adviser**



jennifer.rees@abcomsure.com.au



(07) 3434 7814



0433 038 605

### Claims - Justin Wise

#### **Claims Officer**



claims@abcomsure.com.au



1800 122 194



#### MEMBER SERVICE PROFILE

<b>INSURED NAME</b>	<b>(S)</b>	
Insured Member Servi	ce (Full description)	ABN
CONTACT DET	A II C	
CONTACT DETA	AIL5	
Primary Contact		
Phone		
Mobile		
Email Address		
Postal Address		
Website(s)	www.qmow.org	
ARE YOU EXEM	IPT FROM PAYING STAMP DU	TY ON PREMIUMS?
Kindly select the	e appropriate box to indicate	Yes No
your response:		
•		
If VEC kindly submit	a conv of the Stamp Duty Examplion Corti	ficato, as this is a

If **YES**, kindly submit a copy of the Stamp Duty Exemption Certificate, as this is a requirement for annual compliance.

It is important to understand that the submission of a Stamp Duty Exemption Certificate is necessary for the Insurers to eliminate the associated Stamp Duty charges. In the absence of this document, the Insurers will be obligated to impose and collect Stamp Duty on your insurance premiums. Furthermore, the Insurers mandate that this certificate be renewed, and a copy provided annually for tax audit requirements.

#### **BUSINESS DESCRIPTION**

Principally charitable body providing meals to elderly, infirmed or disabled members of the community, Property Owner and any other activity incidental thereto.

#### **PROGRAM DUE DATE**

Your insurance programme has a common due date of 31st March 2025.



# Questionnaires

Any changes requested in this questionnaire will take **effect from** renewal.

Should changes be required prior to renewal date, please notify your adviser separately.

We ask that you carefully review the information contained in this pre renewal questionnaire and provide updated details where required.

This way we can ensure we are obtaining renewal terms and comparison quotations for you and/or your business based on accurate information.



#### INDUSTRIAL SPECIAL RISKS INSURANCE

This policy covers the following:

• **Section 1** - Physical loss or damage to your assets such as building (if owned), contents (furniture, fixture, office equipment, kitchen appliances, etc.) and stocks.

Reminder: this policy **excludes** breakdown of machinery and equipment and deterioration / spoilage of stocks resulting therefrom.

• Section 2 - Loss of profits ("Business Interruption") resulting from the interruption of business operations after physical loss or damage to your assets.

DO YOU WISH TO	O HOLD THIS INSURANCE PO	LICY F	OR YOU	R SERVICE?
Kindly select the	e appropriate box to indicate	your	Ye	s No
response:				
			<u> </u>	
If <b>YES</b> , please comple If <b>NO</b> , please proceed	te the questionnaire in this section. to the next section.			
	SIAL RISK QUESTIONNAIRE ise of any amendments and information re	equired	in the columi	n and spaces
Location 1 Address				
<b>Building Year Built</b>				
Construction	Walls:			
	Roof:			
	Floor / Linings:			
Fire Protection				
Security Protection				
Are any changes require	ed to the above?		,	Yes No
If YES, please provide of				
			2024-2025	2025-2026
<b>Declared Values</b>	Section 1: Material Damage		•	
	Building(s)	\$		
	Contents	\$		
	Stocks	\$		
	Section 2: Consequential Loss of Profits			
	Gross Profit (annual)	\$		



#### **Important Note:**

The renewal premium is calculated **based on your declared values**. When declaring the values to be insured under this policy, it is important that the sums insured represent the full **replacement** values. If not declared correctly, your Insurer can apply the percentage that you are 'self-insuring' in the event of a partial loss.

a partial loss.	
UNREPORTED CLAIMS  After reasonable enquiry by you, are there any claims or incidents/circumstances Yes Number which could give rise to a claim which have not been reported to us or any insurer?  (Please tick box)	No
If YES, please provide details:	



#### ISR GUIDELINE IN DECLARING THE VALUE OF PROPERTY INSURED

#### **Buildings**

The cost of replacing the building, including allowance for the following fees and expenses - architects, surveyors, consulting engineers, legal fees, estimates, plans, specifications, quantities, tenders, supervision, environmental studies, fire extinguishing, temporary protection and **including demolition** and debris removal.

Note: We are not able to provide advice as to the adequacy of sums insured. A builder or quantity surveyor should be consulted regarding the 'Insurance replacement value of buildings'.

#### **Contents**

(Including machinery, fixtures, fittings and all other contents excluding stock)

The cost of replacing all owned property, taking into account where appropriate, the extra cost of importing due to exchange rates and inflation.

For contents, quotes should be obtained to replace all items (or check the amount paid for items in the past – but you must allow for inflation etc.). Compiling a complete list of contents (also known as an asset schedule) is an excellent idea. In the event of a fire – it is very difficult to recall what was there.

#### Stock

Replacement cost of raw materials, taking into account where appropriate, the extra cost of importing due to exchange rates and inflation, value of labour and all overhead charges expended before any allowance for profit.

Note: Stock in Trade and Merchandise Declarations represent the average value during the period of insurance for premium calculation. The highest stock figure is required for the purpose of ensuring that limits of indemnity are adequate.

#### **Business Interruption (BI)**

This section of the policy provides cover for the loss of income that a business suffers following a disaster. The income loss covered may be due to disaster-related closing of the business facility or due to the rebuilding process after a disaster.

#### **BI Indemnity Period**

Current Limit provided is 12 months.

This is the length of time for which benefits are payable under an insurance policy. Also used to denote the time period for which indemnity or compensation is payable under a business interruption policy.



# ISR GUIDELINE IN DECLARING THE BUILDING CONSTRUCTION, FIRE PROTECTION AND SECURITY PROTECTION

#### **Building Construction**

Description of the construction material that your building is predominantly made of. *Examples* of construction are, as follows:

- Walls i.e. Single Brick, Double Brick, Block, Wood, Metal Cladding, Stone Cladding, Plastic Cladding, Weatherboard, Aluminium Composite Panel
- Roof i.e. Tile, Metal, Wood, Asphalt
- Floor i.e. Wood, Concrete
- Linings i.e. Plasterboard, Brick, Wood, Concrete, Glass, Aluminium Composite Panel

#### **Fire Protection**

*Examples* of fire protection: Smoke Detectors, Hose Reels, Sprinklers, Fire Extinguishers, Thermal Alarms.

#### **Security Protection**

Examples of security protection: Deadlocks, Alarm, Sensors, CCTVs, Barred Windows, Patrols.



#### **MACHINERY BREAKDOWN**

This policy covers loss or damage to machinery and equipment due to electrical or mechanical malfunction or breakdown. The cover also includes deterioration or spoilage of stocks in cold storage resulting from the breakdown of refrigeration or other equipment.

Machinery and equipment can consist of kitchen appliances, refrigeration, freezers, air- conditioners, generators, etc.  DO YOU WISH TO HOLD THIS INSURANCE POLICY FOR YOUR SERVICE? Kindly select the appropriate box to indicate your  Yes  No response:  If YES, please complete the questionnaire in this section.  If NO, please proceed to the next section.  MACHINERY BREAKDOWN QUESTIONNAIRE  Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Declared Values  Machinery and Equipment  \$ Perishable Stocks  \$  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of Item/s  Estimated Total  Value  Approx. Age of Item	breakdown of refrigera	ation or other equipr	nent.	age of ordere		, reculiing u.e
Kindly select the appropriate box to indicate your response:  If YES, please complete the questionnaire in this section.  If NO, please proceed to the next section.  MACHINERY BREAKDOWN QUESTIONNAIRE  Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Declared Values  Machinery and Equipment  Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of item/s  Estimated Total  Approx. Age of item			of kitchen applia	nces, refrige	ration, freezer	s, air-
If YES, please complete the questionnaire in this section.  If NO, please proceed to the next section.  MACHINERY BREAKDOWN QUESTIONNAIRE  Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Declared Values  Machinery and Equipment  Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of item/s  Estimated Total  Approx. Age of item	DO YOU WISH	TO HOLD THIS	SINSURANC	E POLICY	FOR YOU	R SERVICE?
If YES, please complete the questionnaire in this section.  If NO, please proceed to the next section.  MACHINERY BREAKDOWN QUESTIONNAIRE  Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Location 1 Address  Machinery and Equipment Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item No. of item/s Estimated Total Approx. Age of item	Kindly select t	he appropriat	e box to ind	icate you	r Ye	es No
MACHINERY BREAKDOWN QUESTIONNAIRE  Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Declared Values  Machinery and Equipment Perishable Stocks  Stocks  List of Machinery and Equipment Type of Machinery / Equipment / Item No. of item/s  Estimated Total Approx. Age of item	response:					
Please review and advise of any amendments and information required in the column and spaces provide below:  Location 1 Address  Declared Values  Machinery and Equipment Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of item/s  Estimated Total  Approx. Age of item		· · · · · · · · · · · · · · · · · · ·		<mark>on.</mark>		
Location 1 Address  2024-2025  2025-2026  Declared Values  Machinery and Equipment  Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of item/s  Estimated Total  Approx. Age of item	MACHINERY BRI	EAKDOWN QUE	STIONNAIRE			
Declared Values  Machinery and Equipment  Perishable Stocks  List of Machinery and Equipment  Type of Machinery / Equipment / Item  No. of item/s  Estimated Total  Approx. Age of item	below:	vise of any amendm	nents and informa	tion required ii	n the column a	nd spaces provided
Perishable Stocks \$  List of Machinery and Equipment  Type of Machinery / Equipment / Item No. of item/s Estimated Total Approx. Age of item					2024-2025	2025-2026
List of Machinery and Equipment  Type of Machinery / Equipment / Item No. of item/s Estimated Total Approx. Age of item	<b>Declared Values</b>	Machinery and E	Equipment	\$		
Type of Machinery / Equipment / Item No. of item/s Estimated Total Approx. Age of item		Perishable Stock	<b>KS</b>	\$		
	List of Machinery an	d Equipment				
	Type of Machinery /	Equipment / Item	No. of item/s			rox. Age of item



UNREPORTED CLAIMS  After reasonable enquiry by you, are there any claims or incidents/circumstances Yes which could give rise to a claim which have not been reported to us or any insurer? (Please tick box)	No No
If YES, please provide details:	



#### **PUBLIC & PRODUCTS LIABILITY**

This policy covers the legal liability of Member Services' employees and volunteers in the event that they accidentally cause personal injury or property damage to third parties (e.g., clients, guests and other persons not part of the association) in connection with the volunteer work and incidental activities. This policy will cover the cost of compensation or settlement with the injured or aggrieved party as well as any defence and other associated legal costs.

#### **Important Note:**

This policy does not provide cover to Personal Injury to Volunteers. Cover for personal injury to volunteers is offered under a Personal Accident policy. Please refer to the Volunteers Personal Accident Section of this document for further details.

DO YOU WISH TO HOLD THIS INSURANCE POLICY FO	R YOUR S	ERVICE?
Kindly select the appropriate box to indicate your	Yes	No
response:		
If <b>YES</b> , please complete the questionnaire in this section.		

#### **PUBLIC & PRODUCTS LIABILITY QUESTIONNAIRE**

If NO, please proceed to the next section.

Please review and provide the required information in the spaces and column provided below:

Projected Number of permanent employees 2024/2025 (excluding volunteers)	
Estimated Number of permanent employees 2025/2026 (excluding volunteers)	
Projected Financial Year Annual Gross Salaries/ Wages 2024/2025	
Estimated Annual Gross Salaries/ Wages 2025/2026	
Projected Financial Year Turnover* 2024/2025	
Estimated Turnover* 2025/2026	
*TURNOVER DEFINITION: The money paid or goods sold and delivered during the course of the be	
Number of Voluntary Workers	



Number of volunteers days volunteered (per annum)	
Please list all other community services in addition to delivery of meals services that your member service may be involved in.	
Please identify (where possible) any proposed changes in activities, products or services during the policy period	
Is there a quality control procedure in place for all food products? (If yes, please give full details)	
Are records kept that will identify suppliers of products/raw materials?  (If yes, please give full details)	
Are all incidents/accidents to both employees and contractors/subcontractors recorded and investigated? (If yes, please give full details)	
JNREPORTED CLAIMS  After reasonable enquiry by you, are there any claims or which could give rise to a claim which have not been reported Please tick box)  If YES, please provide details:	



#### MOTOR FLEET INCLUDING VOLUNTEERS EXCESS INSURANCE

This policy provides various cover, as follows:

#### 1. Loss or Damage to Vehicles owned by the Member Services

The policy will pay for the replacement or repair of the vehicles owned by the Member Services if they get stolen or damaged.

#### 2. Third Party Legal Liability

Covers the legal liability of Member Services for property damage to others arising from the ownership and operation of their motor vehicles.

#### 3. "Reimbursement of Excess" for Volunteer Vehicles / Employees

This policy aims to provide reimbursement to employees and volunteers of Member Services for any excess amounts they are required to pay to their insurers after filing an insurance claim related to the repair of their personal motor vehicles. This coverage is applicable in instances where the damage occurs while the individual is utilising their personal vehicle in relation to the business activities of Member Services, which encompasses essential travel to, from, or during voluntary work.

#### DO YOU WISH TO HOLD THIS INSURANCE POLICY FOR YOUR SERVICE?

It is important to note that if your member service does not possess a vehicle and relies on volunteers using their personal vehicles for deliveries, you should still choose YES for this coverage and provide the information required under section 2.

response:	Kindly select the appropriate box to indicate your	Yes	No
	response:		

If **YES**, please complete the questionnaire in this section. If **NO**, please proceed to the next section.



#### **MEMBERS OWNED FLEET - ONLY**

#### SECTION 1 - LOSS OR DAMAGE TO MEMBER SERVICE OWNED VEHICLES INCLUDING THIRD **PARTY LIABILITY**

Please enumerate or update (as necessary) the details of the owned motor vehicles to be insured:

Year, Make and Model	Registration No.
Note: All vehicles are to be insured based on market value. Should you walue, this will be subject to your declaration of the value and agreement from the any vehicle on the schedule had any modifications or conversions from the original manufacturer's specification during the past policy period?  If YES, please provide details:	m the insurer.
VOLUNTEERS / STAFF USING THEIR OWN VEHICLES	
SECTION 2 – REIMBURSEMENT OF EXCESS FOR VOLUNTEER/ EMPL Please review and advise of any amendments and information required in the below:	
	2024-2025 2025-2026
Number of Volunteers/Employees who use their own Private Vehicles for deliveries	
Important Notes:	

#### Important Notes:

- 1. The quantity of volunteers does not automatically correspond to the number of vehicles they use. It is important to take into account any carpooling arrangements that may exist among the volunteers.
- 2. This policy does not provide insurance for the vehicles of volunteers or staff members; it solely offers coverage for reimbursement of excess expenses should they be involved in an accident during their deliveries.



UNREPORTED CLAIMS  After reasonable enquiry by you, are there any claims or incidents/circumstances Yes which could give rise to a claim which have not been reported to us or any insurer? (Please tick box)	No
If YES, please provide details:	



#### **VOLUNTEERS PERSONAL ACCIDENT**

If the Member Services' volunteers suffer an injury from an accident while participating in the volunteer work or other incidental activities (including their travel to and from such work), this insurance will provide monetary lump sum benefits depending on the extent of their injury and reimbursement of associated medical expenses. This policy also provides weekly monetary benefits if the volunteer is unable to work and earn an income due to such accident.

#### **Important Notes:**

- This policy does not intend to replace Medicare or Private Health Plans. As such, this policy does not provide reimbursements for medical expenses which are covered by Medicare or the volunteers' own Private Health insurance (if any).
- Insurers are legally prohibited to pay any expenses where a Medicare benefit is paid or payable including the balance of monies due or payable by the insured person after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the "Medicare Gap")
- Permanent 'paid employees' of Queensland Meals on Wheels are not to be included in this coverage as they would be covered by the Work Cover Queensland Workers Compensation Insurance.
- Children who accompany volunteers during their service are restricted to assisting solely with meal delivery. Therefore, they are not permitted to engage in activities such as cooking, ingredient preparation, or meal packing. This limitation applies to member services involving volunteers who are below the minimum age of 13 years, in accordance with Queensland legislation.

DO YOU WISH TO HOLD THIS INSURANCE POLICY FOR	YOUR SERVICE?
Kindly select the appropriate box to indicate your	Yes No
response:	_
If <b>YES</b> , please complete the questionnaire in this section. If <b>NO</b> , please proceed to the next section.	
VOLUNTEERS PERSONAL ACCIDENT QUESTIONNAIRE	
Please review and advise of any amendments and information required in the cobelow:	lumn and spaces provided
	2025-2026
Total number of Volunteers over the age of 18 Total number of Volunteers 13 to 18 years of age Total number of Volunteers under the age of 13	
Age of oldest volunteer	
Age of youngest volunteer	





NREPORTED CLAIMS  ter reasonable enquiry by you, are there any claims or incidents/circums  nich could give rise to a claim which have not been reported to us or any ins  lease tick box)	0
YES, please provide details:	



#### **MANAGEMENT / ASSOCIATION LIABILITY INSURANCE**

This policy covers the legal liability of the Member Services' Directors and Officers for their errors and omissions in their role and capacity as such. The cover also includes the following:

- Professional Indemnity Covers liability for errors and omission in the provision of professional advice or services.
- **Employment Practices Liability** Covers claims for actual or alleged illegal dismissal, discrimination, breach of OH&S and other employment related matter.
- Crime Covers financial loss from fraud and dishonesty of employees and third parties.
- Statutory Liability Covers legal and defense costs including fines and penalties (if not legally prohibited to insure) in response to any investigation, inquiry or royal commission of any court, tribunal or regulatory bodies for allegations of statutory breach.

DO YOU WISH TO HOLD THIS INSURANCE POLICY FO	RY	OUR S	ERVI	CE?
Kindly select the appropriate box to indicate your		Yes	N	lo
response:				

If **YES**, please complete the questionnaire in this section. If **NO**, please proceed to the next section.

#### **MANAGEMENT / ASSOCIATION LIABILITY QUESTIONNAIRE**

Please review and advise of any amendments and information required in the column and spaces provided below:

Projected Number of permanent employees 2024/2025 (excluding volunteers)	
Estimated Number of permanent employees 2025/2026 (excluding volunteers)	
Projected Financial Year Annual Gross Salaries/ Wages 2025/2026	
Estimated Annual Gross Salaries/ Wages 2025/2026	
Projected Financial Year Turnover* 2024/2025	
Estimated Turnover* 2025/2026	
*TUDNOVED DECINITION. The management as a	avable to varia comice for models and / or

\*TURNOVER DEFINITION: The money paid or payable to your service for meals and / or other goods sold and delivered during the course of the business and also funds received from donations, grants etc.



#### **Important Note:**

Management Liability Insurance policies are written on a "Claims Made" basis. That means that you are covered for claims made against you and notified to the Insurer during the period of insurance. Once the policy has expired you are no longer covered, except for those claims and/or circumstances notified to the Insurer before expiry.

We therefore recommend that you consider the following claims questions carefully whilst completing the proposal form to ensure that all known matters are disclosed and that these matters are reported to the Insurer before expiry date of the policy.

Ciains Questions – (must complete)	
Have any claims ever been made against the Company or its subsidiaries, any past Yes or present director, officer or employee of the Company or of its subsidiaries?	No
Is the Company, or any director, officer or employee aware, after enquiry, of any fact, Yes circumstance, act or omission which may give rise to a claim that may be covered under a Directors & Officers Liability Insurance policy?	No No
Has the Company or its subsidiaries, any past or present director or officer of the Company or of its subsidiaries ever been declared bankrupt, had any fine or penalty imposed or been subject to any official investigation, inquiry or examination in such capacity?	No No
Has there ever been, or is there currently pending, any prosecution of the Company, Yes any subsidiary, or any director,	No No
Has the Company, any of its subsidiaries or any director, officer or employee ever Yes had an insurer decline a proposal for, or cancel or refuse to renew, a Directors & Officers Liability Insurance policy, or had any special terms or conditions imposed?	No
If YES, please provide details:	



#### CYBER INSURANCE

#### Cyber risk is an enterprise-wide issue that affects large and small companies.

Cyber criminals want to steal money or critical business information, which they can monetise. The further effect of this can be damage to systems and corruption of data. If a business has money, data or a computer, there is a threat. Cyber insurance will financially compensate your business for the loss of funds and the costs of recovering from such attacks.

#### **Emergency Response**

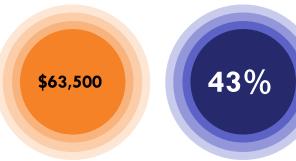
Emergency Response providers are available 24/7 to assist at the first sign of an attack or ransomware demand. Not only will they provide immediate access to specialist cyber and privacy lawyers, but you'll also have access to security forensic expertise and ransomware negotiation specialists.

These experts will help remove any current threats, secure your business against further compromise and provide priceless assistance and advice. The Emergency Response costs are already paid for under your Cyber insurance policy - so it is far cheaper than trying to engage your own IT providers and lawyers, who may not be specialists in this field.

#### WOULD YOU LIKE US TO PROVIDE YOU WITH A QUOTATION FOR THIS **CLASS OF INSURANCE?**

Kindly select the appropriate box to indicate your	Yes	No
response:		

If yes, we will require your member service to complete a separate insurance proposal form



Average cost per cyber incident for SMEs rose by 14% in the last 12 months.



attacks target SME business



Ransomware attack every 11 seconds. Ransomware remains the most destructive cybercrime.



On average for **Australian** organisations, it takes 200 days to identify a data breach.



#### SIGNING THIS INSURANCE DECLARATION

The undersigned declares that the statement and particulars provided in this Insurance Questionnaire are true and that no material facts have been misstated or omitted. The undersigned agree that should any of the information provided alter between the date of this Questionnaire and the inception date of the insurance to which this Questionnaire relates, the undersigned will give immediate notice thereof.

The undersigned acknowledges that they have read this Insurance Questionnaire, including all Important Notices.

The undersigned acknowledges that Austbrokers Comsure will use this Questionnaire, together with any other information supplied to them, to verify your insurance information and to submit a proposal of insurance.

other information supplied to them, to verify your insurance information and to submit a proposal or insurance.
Signed By:
Full Name Position
Signature Date
Documentation to be returned:
Completed and Signed Insurance Questionnaire
☐ Stamp Duty Exemption Certificate
Financial / Profit & Loss Statement for 2024/2025
<b>Note:</b> A separate <b>No Claims Declaration</b> form is expected to be signed and submitted by Monday, March 3, 2025, in relation to the Association Liability.
Once available, please submit all required documentation on or before <b>Monday 6 January 2025</b> to the following email address:
qldmealsonwheels@abcomsure.com.au
Reminder that Austbrokers Comsure will not be able to issue Certificates of Currency until the premium allocation per Member Service has been finalised and the invoices are issued and paid by the Member Service.



#### **EXIT FEEDBACK FORM**

If you DO NOT wish to participate in the insurance program cited on this questionnaire in its entirety, please complete the below:

your decision to abs	part, we kindly request that you share your insights regarding the factors that influenc stain from the insurance programs organised by Austbrokers Comsure for the 2025-20	
policy period.		
Signed By		
Full Name		
Position		
Signaturo		
Signature Date		_
		_

We thank you for taking the time to give us your valuable feedback. We will use this information in improving how we deliver our services in the future.



# Important Notices and Information

It is essential you read these notices carefully. If there is any part that you do not understand or require further explanation, please contact us immediately.

## HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

#### **GENERAL ADVICE WARNING**

It is important that you understand and are happy with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

#### **AVERAGE/UNDER INSURANCE**

Home buildings and contents, fire, industrial special risks and other policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance. A simple example, illustrating the basic principle, application and effect of the Average/Under Insurance Clause is as follows:

#### example

Full Value at commencement date \$1,000,000 Sum Insured at policy commencement \$700,000

\$700K/\$1M - insurer pays 70% of any insured loss & insured retains balance of 30%

Amount of Claim, say \$100,000 Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 70% of \$100,000) \$70,000

#### **SEVERAL LIABILITY**

Where your poli cy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

#### **NEW CLAIMS / UNREPORTED LOSSES**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not



#### IMPORTANT INFORMATION

V24072023

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

## MAKE SURE YOU COMPLY WITH YOUR DUTY OF DISCLOSURE OR DUTY NOT TO MISREPRESENT

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

If your contract is not a consumer insurance contract, then you must tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

If your contract is a consumer insurance contract, then you have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and when you provide the insurer with information.

You have the above duties in relation to nonconsumer insurance contracts and consumer insurance contracts (as applicable) until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

#### IF YOU ARE RESPONDING FOR OTHER INSUREDS

If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure or duty not to misrepresent obligations (as applicable).

## AVOID MAKING MISREPRESENTATIONS OR NOT TELLING THE INSURER SOMETHING

If you (or anyone who is or proposed to be an insured, under the policy) do not take reasonable care not to make a misrepresentation to the insurer for consumer insurance contracts, or if you do not tell the insurer something that you are required to tell them for nonconsumer insurance contracts, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:

you know; or

 a reasonable person in the circumstances could be expected to know, may be relevant to the insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us. We will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you apply for your policy or renew your policy, the insurer may ask you specific questions relevant to their decision whether to insure you or renew your policy.

When you answer any questions asked by the insurer for a non-consumer insurance contract, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions. Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim; and
- circumstances which may give rise to a claim.

An insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an insurer does this, you must tell them about any change or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

When you answer any questions asked by the insurer for a consumer insurance contract, you must take reasonable care not to make a misrepresentation to the insurer when answering those questions. For example, it is important that you answer these questions fully and accurately, to the best of your knowledge.

## DELAY BETWEEN FINAL ENTRY INTO THE POLICY AND ORIGINAL DISCLOSURE OF INFORMATION

You need to tell us if you have disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty.

You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).



#### MISSTATEMENT OF PREMIUM

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

#### **CHANGE OF RISK OR CIRCUMSTANCES**

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk. Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations.
- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

#### INTEREST OF OTHER PARTIES

Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note that party's interest on the policy.

#### **CANCELLATION OF YOUR POLICY**

Our fees are earned in full at the time of placement of the relevant policy.

If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurers deduction of commission. Please refer to our FSG or ask us for any additional information you require about our fees, remuneration or cancellation policy.

## AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA)

If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to AFCA.

Online: www.afca.org.au Email: info@afca.org.au Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

## IMPORTANT NOTICE ABOUT YOUR BROKER AND OUR PANEL OF PREFERRED PREMIUM FUNDERS

#### **AUSTBROKERS ROLE AND REMUNERATION**

Your Broker and AUB Group Limited ('AUB') (ABN 60 000 000 715) have a preferred supplier arrangement with several premium funders. They do not act for the premium funder and do not advise on whether the premium funder's products or services are appropriate for you. You need to make your own decision based on the information provided.

If you use a premium funder, your Broker receives commission which is a percentage of the amount funded excluding GST. We may also receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB) ) has with some premium funders.

Your Broker is owned [partly / wholly] by AUB and benefits from any profit made by this entity due to this arrangement.

If your loan is cancelled, your Broker and AUB may be entitled to keep any payments received pursuant to the above arrangement with the premium funder. If you need more information or explanation of the above, please ask us.

## CANCELLATION OF YOUR POLICY(IES) ON REQUEST OF THE PREMIUM FUNDER

Your Loan Agreement with the premium funder may allow your Broker, on receipt of a notice from the premium funder requesting cancellation of any policy specified in the Loan Agreement with the premium funder, to cancel the policy and provide the relevant refund to the premium funder. Your Broker will notify you of any such cancellation.

If you require a further explanation for any of the above information, please contact us immediately.



#### PRIVACY COLLECTION NOTICE

PCN Effective Date: 1 July 2022

At Citycover (Aust) Pty Ltd Trading as Austbrokers Comsure (ABN 99 010 699 537), we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Notice outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

#### WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect your personal information (including sensitive information) so we can:

- Identify you and conduct necessary checks (including where required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other legislation)
- Determine what service or products we can provide to you e.g. our insurance broking services, insurance intermediary services, funding services, claims management services, risk management and other consulting services
- Issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement
- Improve our services and products e.g training and development of our representatives, product and service research and data analysis and business strategy development; and
- Provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you).

## WHAT IF YOU DO NOT PROVIDE SOME PERSONAL INFORMATION TO US?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information we will explain what the impact will be.

#### **HOW WE COLLECT YOUR PERSONAL INFORMATION**

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Notice or our Privacy Policy, we will collect your information directly from you or your agents.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health

care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

## WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO?

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of our Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. We do not use



sensitive information to send you direct marketing communications without your express consent.

Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Sri Lanka, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

More information, access, correction or complaints For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website www.abcomsure.com.au or by contacting us (our contact details are below).

## Your consent to the above, contacting us and opting out

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

**Phone:** 1800 122 194

Email: info@abcomsure.com.au

Mail: Attn: Privacy Officer Austbrokers Comsure

GPO Box 1476, Brisbane QLD 4001



#### **TERMS OF CREDIT**

#### **INVOICES**

We will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levy etc., where applicable) and any fees we charge for arranging your insurances.

Our terms are 14 days from date of invoice unless otherwise agreed.

It is important to pay the premium within the agreed time frame. The insurer has the right to cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

#### **PREMIUM FUNDING**

Premium Funding products enable you to pay your premiums by instalments. Premium funders do charge interest.

We can arrange Premium Funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment if you ask us.

Please contact AB Comsure if you would like us to arrange a Premium Funding quotation for your consideration.

#### **CREDIT CARD FEES**

If you pay by credit card we may charge you a credit card fee (incl. arrangement & handling), which is always disclosed and shown separately on our invoices to you, they are non-refundable. This fee reimburses us for the bank interest, extra charges/costs and internal time generated for credit card use.

#### TERMS OF ENGAGEMENT

#### **OUR SERVICES**

We will provide you with the following services:

- Review your insurance needs with you.
- Advise and make recommendations in accordance with your insurance requirements.
- Meet with you to discuss our recommendations.
- · Prepare underwriting submissions.
- Negotiate terms with any existing insurers and with alternative insurers.
- Place the insurances agreed upon.
- Confirm placement and renewal of the insurances to you (and any other interested party).
- · Calculate, invoice and collect the premiums.
- Prepare policy wordings and obtain signed policies from insurers.
- Adjust premiums on prior year policies.
- Regularly monitor your insurance program.

We will also assist you to manage any claims you may need to make. We will:

- Advise your insurers of any claims.
- Advise what documents you need to provide to your insurers.
- Inform you of the appointment of any lawyer, loss adjuster or other consultant appointed by the insurer.
- Assist you to negotiate settlement and obtain payment of claims.
- Assist you to seek recovery from third parties if required.



#### UNINSURED RISKS

The following list is intended to provide a brief outline of the major risks which we may or may not have already discussed with you. The description of each risk is not intended to be a fully detailed description of the policy coverage, but a simple brief summary of the type of covers available.

For more detail on each class of insurance you should consult your Insurance Adviser.

Inclusion of a particular policy type on this list does not imply that such cover is readily available, nor is the list intended to reflect all uninsured exposures or risks.

#### **PROPERTY**

- Fidelity Guarantee
- Fire & Extraneous Perils
- Glass Breakage
- Houseowners/Householders
- House Inspection Guarantee
- Industrial Special Risks
- Money
- Multirisk/General Property
- Theft
- Crop Insurance
- Electronic Computer Crime

## CONSEQUENTIAL LOSS / BUSINESS INTERRUPTION

- Advance Profits
- Consequential Loss / Business Interruption

#### LIABILITY

- · Association Liability
- Bodily Injury Liability (N.Z.)
- Defamation
- Directors' & Officers' Liability
- Directors' & Officers' Supplementary Legal Expenses
- Employment Practices Liability
- · General Liability
- Products Liability
- Electronics Industry Errors & Omissions
- Intellectual Property/Patent Protection/Copyright
- Pollution/Environmental Impairment Liability
- Products Guarantee
- Products Recall
- Professional Indemnity
- Retroactive Liability
- Statutory Liability (Fines & Penalties)
- Superannuation Fund Trustees' Liability
- Umbrella Liability
- · Warranty Indemnity

#### **MOTOR**

- Own Damage
- Third Party Property Damage
- Compulsory Third Party (CTP)

#### **WORKERS' COMPENSATION**

- · Australian Capital Territory
- Extraterritorial
- New South Wales
- Northern Territory
- South Australia
- Tasmania
- Victoria
- Western Australia
- Work Cover Top-Up (NSW)

#### **ENGINEERING**

- Boiler & Pressure Vessel Explosion
- Business Interruption
- Deterioration of Stock
- Machinery Breakdown
  - Business InterruptionDeterioration of Stock
- COMPUTER
- Computer Crime
- Computer & Electronic Equipment Breakdown
- Cyber Insurance

#### MARINE

- · Carriers' Liability
- · Charterers' Liability
- Hull
- Owner Liabilities
- Non-Owner Liabilities
- Pleasure Craft
- Transit/Cargo (Inland &/or Overseas)
- Protection & Indemnity
- Profits
- Strikes

#### CONSTRUCTION

- Bonds
- Performance Bonds
- Construction
  - Property
  - Liability
- Contract Penalties/Liquidated Damages
- Profits

#### **AVIATION**

- Hull
- Owner Liabilities
- Non-Owner Liabilities
- Airport Owners/Hangar Keepers

#### **EMPLOYEE BENEFITS**

- Corporate Travel
- Disability
- Health Benefit Plans
- Journey Injury
  - (non-Workers' Compensation)
- Keyperson
- Life Assurance
- Loss of Licence
- Personal Accident/Sickness
- Salary Continuance
- Superannuation
- Plans Management
- Consulting Advice Only
- Trauma
- Voluntary Group Accident Schemes

#### MISCELLANEOUS

- Bankers' Blanket
- Bonds
- (Non-Construction)
- Customs & Payment
- Liquidator & Bankruptcy
- Cancellation/AbandonmentConfiscation & Expropriation
- Credit
- Export Credit
- Extended Warranty
- Extortion
- Kidnap & Ransom
- Malicious Product Tamper
- Forged Share Transfer
- Jewellers' Block
- Livestock/Bloodstock
- Loss of Licence
- Pluvius
- Political Risks (Assets & Contracts)
- Strikes Non-Marine
- Taxation Audit



#### **GLOSSARY OF TERMS**

Some common insurance related terms which may be applicable to your Insurance Program.

# CIRCUMSTANCES THAT COULD GIVE RISE TO A CLAIM / OCCURRENCES THAT COULD GIVE RISE TO A CLAIM (UPON THE INSURED)

These are events, incidents, circumstances and/or the like of which an insured becomes aware (or should become aware) of the type that could give rise to a claim upon the insured by a client / third party. It is critical to note that in deciding whether or not a circumstances has occurred, that could give rise to a claim, that notification be made immediately of such awareness and irrespective of whether or not the insured considers that any subsequent claim upon him / her would be successful or not. THIS IS A CRITICAL MATTER TO UNDERSTAND.

#### **CLAIMS MADE**

Is a reference to the basis upon which insurance is agreed as between the insured and the insurer/underwriter. That is, the policy responds only to claims made upon the Insured and then usually notified to the insurer during a particular policy period. This is to be contrasted with an 'occurrences' based policy (such as public liability policies), where the policy in force in the event of a claim by a third party, is the policy in existence at the time of the event that has given rise to the claim upon someone.

#### **CLAIM UNDER THE POLICY**

This is a term that refers to the claim that is made by the insured upon the insurer/underwriter under the policy, in the event of a claim upon the insured by a client / third party.

#### **CLAIM UPON THE INSURED**

This is the term which is used when a client / third party brings a clearly compensable claim upon the insured, and which the insured should notify immediately to the insurer/underwriter (or broker as required).

#### **COSTS EXCLUSIVE DEDUCTIBLE/EXCESS**

This is where the deductible/excess is only paid by the insured, prior to any indemnity amount being paid by the insurer/underwriter, in the event of payment to settle a claim or meet a judgment by a court.

#### **COST INCLUSIVE EXCESS / DEDUCTIBLE**

This is when an excess/deductible under a policy operates in a way that a insured must meet the cost and expenses of investigation in defence of a claim in advance of any amount that the insurer/underwriter has to pay to indemnify a insured in respect of a claim.

#### **DUTY OF DISCLOSURE**

This is the duty that falls upon an insured to disclose all relevant information known to him/her that would be considered material for the insurer/underwriter to know for the purpose of offering insurance cover and, if so, upon what terms. Section 21 of the ICA is the relevant section.

#### **DUTY OF UTMOST GOOD FAITH**

This is the 'concept' now enshrined in section 13 ICA requiring both insured and insurer/underwriter to act in good faith towards each other in their dealings as insured and insurer.

#### FINANCIAL SERVICES ACT (CTH) 2002 (FSA)

This is the Act that governs the law relating to the business of insurance brokers and agents.

#### FLOOD

This general definition of flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal; or
- (g) a dam.

#### **INSURANCE BROKER**

An insurance broker is one who, acting as agent for the insured, takes instructions from the insured to place (and/or renew) insurance cover (and any other insurance) required by the insured to manage the insured's insurance portfolio

#### **INSURANCE CONTRACTS ACT (CTH) 1984 (ICA)**

This is the Federal legislation which governs insurance law within Australia.

#### **INSURER/UNDERWRITER**

The insurer/underwriter is the party who underwrites the risk, that is, provides the insured with particular insurance cover.

#### LEGAL PROFESSIONAL PRIVILEGE

This is a legal concept in which an insured can obtain the benefit of retaining privilege in documents. That is, in not revealing information to anyone else, in particular a claimant, such privilege arising generally to allow communications relevant to proceedings and impending proceedings where advice is being sought from a lawyer.

#### POLICY DEDUCTIBLE/EXCESS

This is the amount that a insured agrees to meet in the event of a claim at the 'bottom end' of the indemnity limit, that is, the insured has to pay this amount first prior to the insurer/underwriter being required to pay an amount pursuant to the indemnity under the policy.



#### **POLICY/INSURANCE POLICY**

This is the document of insurance and which sets out the totality of the cover and terms and conditions and exclusions as the insurance cover between the insurer/underwriter and the insured.

#### **PREMIUM**

This is the amount that is paid by the insured to the insurer/underwriter to effect coverage in consideration of the terms and conditions of the insurance coverage granted.

#### PROPOSAL/POLICY PROPOSAL

This is the document that is completed by the client (or with the clients authority by the clients broker) in proposing for insurance with an insurer/underwriter.

#### REINSURER

A reinsurer is, in effect, an insurer of insurers and depending upon the extent of policy coverage sought and obtained by the insured, is unlikely to have any direct contact with the insured in the event of a claim.

#### **RETROACTIVE DATE**

This is the date in the policy before which an insurer/underwriter will not meet any claim as a result of

an event being the cause of the claim. For example, if a policy had a 'nil' retroactive period, the policy would cover claims arising out of any business undertaken by the insured at any previous time, subject to all other policy terms and conditions.

#### SCHEDULE/POLICY SCHEDULE

This is the document that usually forms part of the insurance policy in which the specific and significant terms such as policy period, level of indemnity, level of excess/deductible, premium, relevant exclusions and details re retroactivity, are set out. There are other terms and conditions and issues raised in the policy schedule from time to time.

#### **SUM INSURED**

This is the amount that the insured agrees with the insurer/underwriter that the insurer/underwriter will indemnify the insured for in the event of a claim.

#### TERMS, CONDITIONS AND EXCLUSIONS

Are there other specific provisions providing and detailing the extent and width of the cover that is offered under an insurance policy by an insurer/underwriter to the insured.



#### **Proprietary Nature of Proposal**

This proposal is prepared for the sole and exclusive use of the party or organisation to which it is addressed. Therefore, this document is considered proprietary to Austbrokers Comsure and may not be made available to anyone other than the addressee or person within the addressee's organisation who is designated to evaluate or implement the proposal. Austbrokers Comsure proposals may be made available to other persons or organisations only with written permission of Austbrokers Comsure.

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