Biotech and life science management liability insurance

insurance proposal form

vero profin

Notices

1. Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, 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 insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any 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 his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Claims Made and Notified Basis of Coverage

Some sections of this Management Liability Insurance Policy are issued on a 'claims made and notified' basis.

This means that these sections of the policy respond to:

a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:

b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy

will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, s40(3) of the Insurance Contracts Act 1984 is set out below;

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract."

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period. An exception to this is under the extended reporting period extension. If an extended reporting period is purchased as provided for in the extension, then some cover for new notification of Claims or facts is available.

2. Retroactive Date

If a retroactive date applies to a section of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the Retroactive Date.

Our policy also contains provisions that exclude cover for any wrongful act occurring or committed by a subsidiary company and it's directors, officers or employees prior to it's acquisition or creation by the policyholder.

3. Preservation of rights of recovery

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a loss, if the insured releases, agrees not to sue on, waives or prejudices its rights of recovery, or enters into any arrangement or compromise or does any act whereby any rights or remedies to which the insurer would be subrogated are or may be prejudiced.

4. Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

Insurer:
Vero Profin, is a division of Vero Insurance Limited
ABN 48 005 297 807

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5. Privacy Statement

Vero Insurance Limited is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services;
- assessing and investigating, and if accepted managing a claim made by you under one or more of our products;
- improving our financial products and services, including training and developing our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the same Group;
- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research organisations;
- intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- where you are an insured person and not the policy holder, we will disclose to the policy holder;
- government, law enforcement or statutory bodies;
- the Financial Ombudsman Service;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- legal and other professional advisers;
- hospitals, medical and health professionals;
- research and development service providers;
- printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the same Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; or
- certain electronic transactions
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the same Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact and tell us.

Contact

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to:

The Privacy Officer
GPO Box 3999
Sydney NSW 2001

Our Privacy Policy can also be found on our website at http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx

6. General Insurance Code of Practice

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the insured. Please contact Vero for more information about the Code, if required.

7. Our Complaints Handling Procedures

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. This form can be completed manually or electronically. If completing electronically, when you have completed this electronic proposal form, print it out and manually sign the declaration. Enter dates as dd-mmm-yyyy eg 04 Jan 2008.
3. Reference to "Insured" and "you" in this Proposal Form means:
   - the Company and all subsidiary companies; and
   - the directors and officers of the Company and all subsidiary companies.
4. Reference to "the USA" in this Proposal Form means the USA and its territories and protectorates.
5. If there is insufficient space to provide your answers, the additional space at the end of the proposal form can be used.

1. Details of the Company

a. Name of Company

ABN

Country of registration

b. Name of subsidiary companies

Country of registration

c. Website address

d. Date Company established

2. Business of the Company and its subsidiary companies

Please state the nature of the business of the Company and its subsidiary companies.

3. Type of organisation

What type of organisation is the Company? (tick as applicable)

Publicly listed or traded on an exchange (e.g. ASX) ☐ Pty Ltd (proprietary company) ☐ Public unlisted ☐

Not-for-profit ☐ Other ☐ (please specify):

4. Details of ultimate holding company

Is the Company a subsidiary company of another company? Yes ☐ No ☐

If Yes, please advise name of ultimate holding company, country of registration and website address.

5. Financial details

a. Have the Company's financial statements been audited or reviewed by an external accountant in the last 12 months? Yes ☐ No ☐

If "Yes" to the above, please complete the following:

Balance sheet info as at:

Annual turnover

Total assets

Intangible assets

Total loans and borrowings (current and non-current)

b. Are there any facts or circumstances that might affect the ability of the Company to meet all its debts as and when they fall due? Yes ☐ No ☐

If "Yes" to the above, please provide full details using a separate sheet.

6. Details of United States operations

a. How many employees are employed by the Company and its subsidiaries in the USA?

Total USA: ☐ Total California, Texas, Florida, or Illinois: ☐

b. State the annual gross consolidated turnover from USA operations ☐

c. State the total asset value of USA operations ☐

d. Does the Company or its subsidiaries have any manufacturing facilities in the USA? Yes ☐ No ☐

7. Directors' and officers' details

a. Has any former or current director or officer of the Company or its subsidiary companies (current or past) ever been declared bankrupt? Yes ☐ No ☐

If Yes, please provide details of the name of director/ officer and the date declared bankrupt.

b. Has any former or current director or officer of the Company or its subsidiary companies (current or past) ever been a director or officer of an organisation placed in receivership, liquidation or provisional liquidation? Yes ☐ No ☐

If Yes, please provide details of: name of director/officer, name of organisation, date and details of receivership/ liquidation.

8. Outside directorships

Do any of the directors, officers or employees of the Company or its subsidiary companies hold or have they held (at the specific request of the Company or its subsidiary companies) any outside directorships or positions of equivalent status in any outside entities (whether for or not for profit)? Yes ☐ No ☐

If Yes, please provide the following details for each outside entity for which Outside Directorship cover is required and attach the latest annual report for each outside entity.

If the latest annual report is not provided please note that an insolvency exclusion will apply in respect of that outside entity.

Outside Entity	Country of registration	Details of any Directors & Officers Insurance provided by the Outside Entity		
		Limit	Insurer	Policy number

9. Trustees

Is any director, officer or employee of the Company currently a trustee of a corporate superannuation fund (excluding any industry, master or self managed superannuation fund) established for the benefit of employees of the Company? Yes ☐ No ☐

10. Mergers, acquisitions, and capital raisings

a. Has the Company or its subsidiary companies undergone any corporate restructuring in the last 3 years? Yes ☐ No ☐

b. Does the Insured have any plans to acquire, sell, dispose of or merge with any company or business in the next 12 months? Yes ☐ No ☐

c. Is the Insured aware of any proposals relating to the takeover of the Company or its subsidiary companies by another company in the next 12 months? Yes ☐ No ☐

If Yes to any of the above, please provide details.

11. Employment Practices Liability

a. Please state the number of:

Full time personnel:

Part-time, casual, trainees, temporary, voluntary, seasonal or work experience personnel:

b. Does the Insured have a formal termination of employment policy? Yes ☐ No ☐

c. Does the Insured anticipate any redundancies, staff reductions or facility closures in the next 18 months? Yes ☐ No ☐

d. Does the Insured have a written equal opportunity policy? Yes ☐ No ☐

e. Does the Insured have a written harassment policy incorporating an anti-sexual harassment policy? Yes ☐ No ☐

12. Fidelity

Other than directors, is any employee authorised to:

a. issue a cheque or any other bank instruments as a sole signatory, or to authorise any payment in excess of $5,000 without authorisation by a supervisor or manager? Yes ☐ No ☐

b. process a refund to customers or accept any return of goods in excess of $5,000 without authorisation by a supervisor or manager? Yes ☐ No ☐

c. reconcile any bank account through which that employee is authorised to deposit funds into or withdraw funds from? Yes ☐ No ☐

13. Claims history

For the purpose of answering this question, please note that reference to "Company" includes all of its past and current subsidiaries.

a. Has any claim ever been made or civil, criminal or regulatory proceedings brought against the Company or any director, officer or employee (whether as directors, officers or employees of the Company or any other company), in respect of the risks of the kind to which this Proposal Form relates? Yes ☐ No ☐

b. Has any director, officer or employee ever received a notice to attend an official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body or institution, in respect of the risks of the kind to which this Proposal Form relates? Yes ☐ No ☐

c. During the last 5 years has the Company suffered any loss as a result of any dishonest or fraudulent act of any employee, in respect of the risks of the kind to which this Proposal Form relates? Yes ☐ No ☐

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

14. Known circumstances

For the purpose of answering this question, please note that reference to "Company" includes all of its past and current subsidiary companies.

After enquiry, are any of the directors or officers of the Company aware of any act, omission, conduct, fact, event, circumstance or matter which might reasonably be expected to:

a. give rise to a claim or lead to civil or criminal proceedings against the Company or any director, officer or employee? Yes ☐ No ☐

b. result in the Company or any director, officer or employee being required to attend an official investigation, examination, inquiry or other proceedings? Yes ☐ No ☐

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.

15. Current insurance

a. Does the Insured currently hold any Management Liability Insurance, or other insurance covering risks of the kind to which this Proposal Form relates? Yes ☐ No ☐

If Yes, please provide details

Current insurer		Limit	
Inception date		Excess	
Expiry date		Premium	

Continued over page...

15. Current insurance (continued)

b. Has any insurer, in respect of the risks to which this Proposal Form relates, ever (due to factors that related to the assessment of the particular risk):

i declined a proposal, refused renewal or terminated an insurance? Yes ☐ No ☐

ii. required an increased premium or imposed special conditions? Yes ☐ No ☐

iii. declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes ☐ No ☐

If Yes to i, ii or iii, please provide details

16. Limit of liability

Please state Limit of Indemnity required

$1,000,000 ☐ $5,000,000 ☐

$2,000,000 ☐ $10,000,00 ☐

17. Optional Extension to cover Company Pecuniary Penalties

Do you wish to purchase the Company Pecuniary Penalties Optional Extension? Yes ☐ No ☐

If Yes,

a. in the past five years has the Company had any fine or penalty or infringement notice (other than for traffic offences) imposed by any Federal, State, Territory or local government or other regulatory authority? Yes ☐ No ☐

b. in the past five years have there been any incidents or circumstances which could give rise to a fine or penalty (other than for traffic offences) being imposed on the Company by a Federal, State, Territory or local government or other regulatory authority? Yes ☐ No ☐

If Yes to a or b, please provide details

18. Stamp duty

Please provide a breakdown in revenue by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

Supporting and additional information

Additional information can be inserted here

Declaration

I the undersigned declare that:

i. I am authorised by each of the Insured to sign this Proposal Form; and

ii. the above statements are correct, true and complete; and

iii. no information material to this Proposal Form has been withheld; and

iv. I have read and understood the notices which you have put before me and I understand the advice given in relation to the duty of disclosure; and

v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and

vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and

vii. I undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and

viii. I acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me in relation to this insurance; and

ix. Except where indicated to the contrary, I understand that any statement made in this Proposal Form will be treated by Vero as a statement made by all persons to be insured; and

x. I have read Vero's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Proponents for the purposes shown in the Privacy Statement.

Signed

Company

Title

Date

If completing electronically, print out the completed form and attach a manual signature

NB: To be signed by the Chief Executive Officer, Company Secretary or Managing Director

We recommend that you keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this contract.

How to contact Vero Profin

New South Wales
GPO Box 115,
Sydney NSW 2001
DX 10282 Sydney Stock Exchange
Tel (02) 8121 1935
Fax (02) 8121 0700

Queensland
GPO Box 1453
Brisbane QLD 4001
Tel (07) 3135 2418
Fax (07) 3031 2049

Victoria
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Melbourne VIC 3001
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