

Proposal Form

Trustees Liability



IMPORTANT NOTICE

This Proposal forms the basis of any insurance contract subsequently entered into by you and DUAL New Zealand. This Proposal Form must be completed by an authorised officer of the applicant.

Please complete it fully and carefully, remembering to sign the Declaration.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty to disclose to the Insurer every matter that you know, or could reasonably be expected to know about yourself and others to be insured, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after the Proposal Form has been completed up until the time the Policy is entered into.)

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 New Zealand, we are committed to protecting your privacy and complying with the Privacy Act 2020 (NZ) (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@dualnewzealand.co.nz or access it via our website using the following [link](#).

Fair Insurance Code

Our policies are Insurance Council of New Zealand's Fair Insurance Code of Practice compliant, apart from any claims adjusted outside New Zealand. Underwriters at Lloyd's and DUAL New Zealand proudly support the Fair Insurance Code. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of this Code is available by contacting DUAL New Zealand on +64 09 973 0190 or from the Insurance Council of New Zealand's website at www.icnz.org.nz.

Please note that DUAL New Zealand only require answers to the questions contained in this Proposal Form for those insurance products which you are seeking insurance for. However, please note Section 1, 2 and 7 of this Proposal Form are compulsory and must be completed. The below list of coverage and policy options are indicative of the type and extent of cover available. Selection of one of these options does not bind DUAL and DUAL may not agree to the level and extent of cover selected. Should DUAL decide to accept the risk, cover will be subject to the full terms and conditions contained in the applicable policy wording and policy schedule.

DUAL issues insurance products as an agent of Lloyd's, the product underwriter. Copies of the full policy wordings are available at www.dualnewzealand.co.nz.

Auckland | Wellington | Christchurch

Tel: +64 09 973 0190 www.dualnewzealand.co.nz

DUAL New Zealand Limited | Part of the DUAL International Group | Registered in New Zealand under Company Number 3232892

Section 1 | Details of Applicant

Type of Trust:

Charitable Trust Business Trust Family Trust Other Trust

If Other Trust, please provide details: _____

Insured Name: _____

Insured Address: _____

City: _____ Postcode: _____

Occupation: _____

Annual Revenue/Turnover for the last 12 months: _____

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

Staff Size: _____

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

Section 2 | General Questions

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

- a. Have there been any Claim(s) made against you or any loss or expense incurred which might fall within the terms of this insurance cover? Yes No
- b. Have any circumstances occurred which may give rise to a Claim against you or result in any loss or expenses which might fall within the terms of this insurance cover? Yes No

If YES, which insurance product(s) does this relate to? _____

Please provide full details: _____

2. Has your business, practice or any Trustee, Principal or Director 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, which insurance product(s) does this relate to? _____

Please provide full details: _____

3. Do you currently have insurance in place for the following insurance product(s)? _____
- | | | | |
|---------------------------|---------|--------|--------------------|
| a. Professional Indemnity | Yes [] | No [] | Expiry Date: _____ |
| b. Management Liability | Yes [] | No [] | Expiry Date: _____ |
| c. General Liability | Yes [] | No [] | Expiry Date: _____ |
| d. Statutory Liability | Yes [] | No [] | Expiry Date: _____ |
| e. Employers Liability | Yes [] | No [] | Expiry Date: _____ |
| f. Cyber | Yes [] | No [] | Expiry Date: _____ |
| g. Information Technology | Yes [] | No [] | Expiry Date: _____ |
| h. Trustees Liability | Yes [] | No [] | Expiry Date: _____ |
4. Do you have any overseas subsidiaries? Yes [] No []

(If NO, proceed to Section 3)

- a. How many overseas subsidiaries? _____
- b. Please specify in which country your subsidiary/subsidiaries located and percentage of total revenue derived:

Country	Revenue %

5. What percentage of income is derived from outside of New Zealand for all Insureds covered under this policy? _____
6. Are you exempt from GST? Yes [] No []

Section 3 | General Liability, Statutory & Employers Liability

1. Are you involved in any exporting or importing? Yes [] No []
2. Do you manufacture, construct, erect, install, repair, service, treat, supply or distribute any products or goods? Yes [] No []
3. Are you a **Reporting Entity** under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009? Yes [] No []
- If YES, do you ensure that where required you are compliant with Anti-Money Laundering legislation and/or the Customer Due Diligence requirements? Yes [] No []

Section 4 | Cyber Liability

1. Do you use operating systems with embedded firewalls and anti-virus protection software (such as Windows or Mac OS X) or run commercially licenced separate firewall or anti-virus protection software? Yes [] No []
2. Are all mobile devices (such as laptops, tablets, smartphones and memory sticks) password protected? Yes [] No []
3. Are you compliant with the Payment Card Industry (PCI) Standards, or if not compliant, do you process, transmit or store LESS than 1,000,000 financial transactions and/or records containing an individual's personal information per year? Yes [] No []
4. Do you outsource any part of your network, including storage? Yes [] No []
- If YES, to whom? _____
5. Do you wish to have cover for Social Engineering, Phishing & Cyber Fraud? Yes [] No []
- a. If YES, are all requests to alter supplier and customer details including bank account details, independently verified with a known contact for authenticity? Yes [] No []
- b. If YES, do you ensure that at least two members of staff authorise any transfer of funds, signing of cheques (above \$2,000) and the issuance of instructions for the disbursement of assets, funds or investments? Yes [] No []

Section 5 | Trustees Liability

1. Does your Company anticipate any retrenchments or redundancies within the next 12 months? Yes [] No []
2. Do you have more than:
- a. USD100,000,000 in assets in the US; or
- b. 25% of your consolidated assets in the US or Canada? Yes [] No []

Activities:

Tick if the organisation provides any of the following services:

Legal aid services		Financial services	
Computer information services		Other advisory services	
Research, development, experimentation or testing		Evaluation or setting of qualification standards	

Section 6 | Binding agreement / statement

On behalf of all proposed Insureds, I/We declare and agree that:

1. The information and answers given in this proposal are complete, true and correct and that no material facts remain undisclosed.
2. Should any of the information contained in this proposal materially change, DUAL New Zealand will be notified of the changes as soon as practicable.
3. If this risk is accepted by DUAL New Zealand, the information provided in this proposal will be incorporated into the contract of insurance.
4. DUAL New Zealand is authorised to disclose information received in this proposal to its advisers, reinsurers and to other insurers and obtain any information which, in DUAL New Zealand's opinion, may be relevant to the acceptance of this risk.
5. No contract of insurance will commence until such time as DUAL New Zealand has accepted this proposal and confirmed cover is in place.

The undersigned acknowledges that they have read the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

Insured Name: _____

Insured (Principal): _____

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 New Zealand 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).