

## Business Guard

## Private Edge Quick Quote

1. a) Policyholder \_\_\_\_\_
- b) D&B Number (if known) \_\_\_\_\_
- c) Street Address \_\_\_\_\_
- Suburb, City \_\_\_\_\_ Postcode \_\_\_\_\_
- d) Occupation / Industry \_\_\_\_\_

2. Company Turnover \$ \_\_\_\_\_ *Note: "Company" includes subsidiary and related companies controlled by the Policyholder*

3. a) Limit of Liability      \$250,000      \$500,000      \$1 million      \$2 million      Other  
*Please select one option only*                              \$ \_\_\_\_\_

- b) Options to increase the Fidelity sub-limit:  
*(The standard sub-limit will apply unless alternative selected)*  
*The Standard Fidelity Sub-limit is \$100,000 (or \$50,000 for a \$250,000 policy limit).*

\$100,000      \$250,000      \$500,000      Other  
                  \$ \_\_\_\_\_

*NOTE: the Fidelity sub-limit can not exceed the limit.*

4. Inception date (for a 12 month policy period) to start from 4pm local time on:      \_\_/\_\_/\_\_

5. Do you have operations outside of New Zealand and Australia?      Yes / No      (Please Circle)

If so, please detail

## Eligibility Criteria

1. In the last 5 years there have been no Claims made against the Company or its directors or employees which may have been covered under this policy if it were in force.
2. No director or officer of the Company has ever had proceedings (civil or criminal) instigated against them alleging misconduct or breaches of the law in their capacity as a director or officer of a company.
3. In the last 5 years the Company has not suffered any Direct Financial Loss exceeding \$5,000 as a result of fraud or dishonesty committed by a staff member.
4. None of the Directors or Employees of the Company are aware of;
  - a) any facts which might give rise to a Claim being made against the Company or its directors or employees which may be covered under this policy if it commences.
  - b) any facts which would cause a reasonable person to think that the Company might suffer a Direct Financial Loss as a result of fraud or dishonesty committed by a staff member.

### **Declaration:** *(all items below need to be ticked in order for Chartis to provide a valid quotation)*

- I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed.
- I acknowledge receipt of the Important Notice and Policy Variations (overleaf) and confirm that I have read and understood the content of these notices.
- I acknowledge that completion of this proposal does not bind the insurer to accept cover.
- I confirm that I have read the Eligibility Criteria above and that each of the four criteria are satisfied.
- I confirm that, as at the date of this Declaration, the Company is able to pay any or all of its debts as and when they fall due. (Refer overleaf under Policy Variations for details of coverage for insolvency events)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Authorised by the Company and its directors to complete and sign this application form on their behalf)

## Important Notice

**Claims-Made and Notified Insurance:** This policy, issued by Chartis, contains coverage on a claims-made and notified basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

**This policy does not cover Claims arising out of, based upon or attributable to any:** actual or alleged fact or circumstance, that prior to the Continuity Date, may reasonably have been expected by an Insured to give rise to a Claim; or as of the policy inception, prior or pending Claim or circumstance reported under any policy of which this policy is a renewal or replacement, or the same, continuous, repeated or related facts as those alleged in such prior or pending Claim or such circumstance.

**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, 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.

However, your duty of disclosure does not require you to disclose matters that diminish the risk to be undertaken by the insurer; that are of common knowledge; that your insurer knows or, in the ordinary course of its business, ought to know; as to which compliance with your duty is waived by the insurer. This duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

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

**Subrogation:** This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation where you are a party to an agreement which excludes or limits insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

## Policy Variations

1. Special terms apply to the following industries / occupations:

Industry / Occupation	Restriction in Cover
Timber or Hardware Merchants, Warehousing, Construction	Fidelity coverage is restricted to money or securities owned by the Company (i.e. theft of property is not covered).
Software Development	Claims that arise from any actual or alleged failure of any product(s) manufactured or distributed by the Company to be fit for the purpose it was intended to be used are excluded.
Health, Social Services & Medical Industries	Claims arising out of, based upon or attributable to any actual or alleged medical or professional malpractice are excluded.
Publishing and Broadcasting	Claims arising out of, based upon, attributable to any actual or alleged defamation, libel or slander are excluded (unless in relation to an Employment Liability Claim).
Food and beverage manufacturing	Claims arising out of, based upon or attributable to any food poisoning, drink poisoning or any foreign or deleterious matter in food or drink are excluded.
Jewellery Merchants, Armoured Vehicle Services, Stockbroking	No Fidelity coverage is available for these industries or occupations.
Finance Companies	These companies cannot be covered using this form as they are subject to special pricing and policy variations.
Insurance Underwriting, Banks, Fund Managers	These are excluded occupations for this product. Please discuss a more appropriate Chartis product with your insurance broker.

2. Self Insured Retentions:

- No Retention applies to "Insured Persons", "Crisis Containment", "Executive Accidental Death" or "Superannuation Trustees" cover;
- A \$10,000 retention applies for Fidelity Claims to each and every Direct Financial Loss.
- A \$500 Retention applies to Statutory and Employers Liability Claims.
- A \$5,000 Retention applies to all other Claims.

3. The following policy variations apply to all policies, regardless of industry or occupation:

- a) Claims arising out of, based upon or attributable to actual or alleged insolvency of the Company or any actual or alleged inability of the Company to pay any or all of its debts as and when they fall due are excluded. In the case of this exclusion only "Company" includes any Outside Entities. However, if the solvency Declaration (overleaf) has been completed in the affirmative, this exclusion does not apply to the Policyholder and its consolidated subsidiaries if its most current set of financial statements (which are audited or prepared by an external accountant) as at the date the Declaration was signed meet the following ratios: Current Ratio > 1.0 (calculated as Current Assets / Current Liabilities) and Net Tangible Assets > 1.0 and Gearing Ratio < 1.0 (calculated as Total Borrowings / Net Tangible Assets).
- b) If you requested Fidelity cover, the following losses are excluded: Direct Financial Loss or Dishonest Acts arising out of, based upon or attributable to: a) The Insureds failing to ensure that at least two (2) Executives sign or authorise any cheques, Securities or funds transfer instructions; b) The Company's bank accounts being reconciled by any person who has authority to operate those bank accounts; c) Any failure by the Insured to ensure that at least two (2) Executives authorise any refund of money or return of goods.

*Note: All capitalised terms throughout this document are defined in accordance with the meaning contained in the Policy Wording. You should obtain and read a copy of the policy wording available from your insurance intermediary.*

**Chartis**  
PO Box 1745, Shortland Street  
Auckland 1140  
New Zealand  
+64 9 355 3100 Telephone  
+64 9 355 3135 Facsimile

[www.chartisinsurance.co.nz](http://www.chartisinsurance.co.nz)

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Page 4 of 4