

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN



Master Locksmiths Insurance Services

A trading name of Marsh Pty Ltd



Application Form

Marsh Pty Ltd
ABN 86 004 651 512 AFS Licence Number 238983
555 Lonsdale Street, Melbourne Victoria 3000 Australia
Telephone: 1300 724 636 Facsimile: (03) 9603 2778
www.marsh.com.au

Policy underwritten by
Zurich Australia Insurance Limited
ABN 13 000 296 640 AFS License Number 232507

This summary contains general information. It does not take into account your individual objectives, financial situations or needs and may not suit your personal circumstances. This is a basic guide only providing a summary of cover provided by the insurer. For full details of the terms, conditions, exclusions and limitations, please refer to the policy document which is available on request.

Important Notices

These notices outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise Marsh Pty Ltd immediately if you wish to make a further 'declaration' or have questions about general or policy specific* notices.

Disclosure

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

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 the 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 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, or
- 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, 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.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location
- new products or services, or
- new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

Un-named Parties

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

What should I do if I have a Complaint

1. Contact us and tell us about your complaint. We have our own internal complaints handling procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the Marsh representative servicing your account. Alternatively you may contact us either by e-mail: complaints.australia@marsh.com or telephone the Marsh Complaints Officer on (02) 8864 8888.
2. If your complaint is not resolved to your satisfaction, we will handle the matter under our internal complaints handling process. Either a manager of the business unit which is the recipient of the complaint &/or the Marsh Complaints Officer will investigate your complaint and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.
3. We are a member of two external dispute resolution schemes. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by these schemes:

The Insurance Brokers Disputes Limited (IBD)

When Marsh is acting on your behalf as an insurance broker, you may be able to refer your complaint to IBD. IBD covers a range of policies including motor vehicle, home buildings and contents, sickness and accident, life, consumer credit, travel, personal and domestic property policies and small business pack policies.

If you have any query about whether your complaint can be handled by IBD, call 1800 064 169 or e-mail info@ibdLtd.com.au

Financial Ombudsman Service Limited (FOS)

When Marsh is acting for an insurance company, you may be able to refer your complaint to the FOS which is a national Scheme for consumers aimed at resolving disputes between insureds and their insurance companies or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party claim). The Scheme also provides free advice and information about any general insurance matter.

If you have any query about whether your complaint can be handled by FOS, call 1300 78 08 08 or e-mail info@fos.org.au

Average / Co Insurance Business Interruption Insurance

Some policies contain an Average/Co-Insurance clause, which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit; Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clause.

If you are in any doubt about the application of this clause to your policy, please contact Marsh for assistance.

Average / Co Insurance (other than Business Interruption Insurance)

Some policies contain an Average/Co-Insurance clause, which means that you must insure for the full value of the property insured. If you under insure, your claim may be reduced in proportion to the amount of the under insurance.

The calculation of "full value" for the purposes and application of the Average/Co-Insurance clause varies from policy to policy. These variables must be taken into account when calculating the "full value" of your property and you are asked to check with your contact in Marsh in order to review these if you are in any doubt. For example, you may need to establish with:

- the date from which Average/Co-Insurance would apply - is it the date of loss/damage or the date of commencement of your current policy?
- the type of cover - for example, if your policy is arranged so that cover is on a "maximum loss" basis, then any Average/Co-Insurance clause will still relate to the full value of the property insured.
- The most critical factor in determining the full value of the property insured is the basis of valuation - is the property insured on the basis of "Indemnity" or "Reinstatement/Replacement"?
- "Indemnity" means - placing the insured in the same financial position after the loss, as applied before the loss i.e., the Insured does not receive new for old.
- "Reinstatement/Replacement" means - replacing the property destroyed or restoring the damage in new materials without any deduction for depreciation.

The basis of valuation applicable to your policy is specified in documentation provided to you.

A simple example, illustrating the basic principle, application and effect of the Average/Co-Insurance clause is as follows:

Full value at policy commencement date	\$1,000,000
Sum insured at policy commencement date	\$700,000
\$700k/\$1m - insurer pays 70% of any insured loss and 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

Events Occurring Prior to Commencement

Some policies provide cover on an "occurrence" basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

Underwriting Binder

The insurer has given to us an authority to effect the contract of insurance with you as its agent and not yours.

New South Wales Workers Compensation

Warning - this insurance does not include Workers' Compensation insurance. It is compulsory for employers to have Workers' Compensation insurance and this must be arranged separately.

If you are in any doubt regarding this notice as it applies to your policy please check with your contact in Marsh for assistance.

You must also ensure that your agents, employees, and contractors meet all of these requirements.

Contact Details

Marsh Pty Ltd

Telephone: 1300 724 636 Facsimile: (03) 9603 2778

Email: locksmithsinsurance.australia@marsh.com



Your Details

Business Name		
Postal Address		
Business Address		
Contact Person		
Telephone Number	Business Number	Fax Number
Email		
ABN	Period of Insurance: From / /	

Master Locksmiths Insurance Services – Request for Cover

	Package A	Package B	Package C	Package D	
	Sum Insured*	Sum Insured*	Sum Insured*	Sum Insured	
Fire Gold					
Building	As Declared	As Declared	As Declared	\$	
Plant Machinery & Contents	\$10,000.00	\$100,000.00	\$250,000.00	\$	
Stock	\$5,000.00	\$10,000.00	\$20,000.00	\$	
Business Interruption					
Gross Profit	Not Insured	\$250,000.00	\$450,000.00	\$	
Liability	\$20,000,000.00	\$20,000,000.00	\$20,000,000.00	\$	
Burglary					
Plant Machinery, Contents & Stock	\$2,500.00	\$10,000.00	\$20,000.00	\$	
Money	Not Insured	\$5,000.00	\$10,000.00	\$	
Glass	Not Insured	Replacement Value	Replacement Value	\$	
Business Special Risk (unrestricted)	\$1,000.00	\$5,000.00	\$10,000.00	\$	
Engineering Plant	Not Insured	Not Insured	Not Insured	\$	
Electronic Equipment	Not Insured	Not Insured	Not Insured	\$	
Total Premium (excluding GST, stampduty and fire service levies and broker fee)					
Premium	\$250 excess	\$500.00	\$1,050.00	\$1,700.00	PRICE ON APPLICATION
Premium	\$500 excess	\$450.00	\$950.00	\$1,600.00	PRICE ON APPLICATION

* Sublimits may apply. Refer to policy wording

Property Information

Please confirm that the building is a brick or concrete construction

Yes No

If "NO" please provide details of construction & fire protection

General Information

Number of employees on tools:

Annual Turnover:

Has any Insurer declined an application from you or cancelled or refused to renew a policy of yours, required special terms to insure you or declined or refused a claim?

Yes No

Have you, or any person who will receive insurance protection under the proposed policy, been charged with or convicted of any criminal offences in the past 10 years?

Yes No

Are there any other relevant facts relating to the risk to be insured which you should disclose to us, to enable a true assessment of your insurance proposal?

Yes No

Is any portion of the property to be insured in a state of disrepair or poor condition?

Yes No

Interested Party

Please advise if you require an Interested Party (e.g landlord, shopping centre, bank).

Claims History

Have there been any known prior incidents of flood?

Yes No

If "YES", please give details:

Have you experienced any incidents or claims that would have entitled you to claim a total of \$7,500, under a business insurance policy, or had over three reports or notifications of liability claims against you in the last three years?

Yes No

If "YES", please give details:

Declaration of Applicant

The information I/We have provided in this application form and any other attachments that form part of this insurance are true and correct. I/We authorise Marsh Pty Ltd ABN 86 004 651 512 / AFSL 238983 on behalf of the Insurer to deal with any matter in connection with this application and the proposed contract of insurance.

I/We authorise Marsh Pty Ltd and or Zurich Australia Insurance Limited to disclose this information to other organisations where it is necessary to assist them in providing their services. I/We are aware that recipients will typically be associations, reinsurers, other insurance intermediaries, investigators, lawyers, loss adjusters and the Insurer's related companies – both in Australia and overseas. I/We are aware that these organisations in turn may need to disclose the information to other such third parties, but are aware the Insurer will limit their use and disclosure to the purpose or purposes for which the information was supplied it (unless we consent). I/We authorise the use of the information for administrative purposes such as processing applications for insurance.

Signature of Proposer

Title / Position

Date: / /

Return Completed Application to

Franchise - Consumer Division
Marsh Pty Ltd
555 Lonsdale Street, Melbourne Vic 3000 Australia

locksmithsinsurance.australia@marsh.com
Telephone: + 1300 724 636 Facsimile: + 61 3 9603 2778

Privacy Statement

Zurich and Marsh have always been committed to protecting your privacy. The Privacy Act 1988 contains principles on how to collect, use, disclose or handle personal information. We are committed to meeting these requirements.

We collect personal information to provide and administer the many financial services and products we can offer and facilities. These include insurance broking, claims, risk management, financing and financial planning services. We also collect it to conduct market or customer satisfaction research and to be able to develop and identify products and services that may interest you which we, and those we have relationships can provide.

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products (eg: our clients, the relevant product issuer and their representatives, our agents and contractors and related companies). We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide the information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policies, or wish to seek access to or correct the personal information we have collected or disclosed about you, then please email Marsh's Privacy Officer at privacy.australia@marsh.com or call 02 8243 7620, or please contact Zurich's Privacy Officer by facsimile on 132 687 or by writing to P.O Box 677, North Sydney NSW 2059.