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NO CLAIMS OR MATERIAL CHANGE IN RISK

1. **DECLARATION AND AGREEMENT:**

I/We declare in relation to the facts, statements and particulars contained in the proposal noted below as follows:

- I/We have reviewed the Proposal and its attachment;
- I/We have made all reasonable and necessary enquiries;
- I/We confirm that to the best of our knowledge and belief, they are true and complete;
- No material facts have been omitted, misstated, misrepresented or suppressed; and
- Should any of the information given by us alter between the date of this proposal and inception date of the insurance to which this proposal relates, we will give immediate notice thereof to the insurer.
- I/We acknowledge receipt of the Important Notices below and that we have read and understood the content of those Notices.
- I/We confirm that we are authorised by the Company and its Directors to complete, sign and submit this proposal on behalf of the Company and its Directors.

2. After full enquiry the proposer is NOT AWARE of any claim been made against the proposer's business or any principal, partner, director or employee whilst in this or any other business that was not detailed in the proposer's proposal.
3. After full enquiry the proposer is NOT AWARE of any circumstance or incident which has or could result in any claim being made against the proposer's business, or any principal, partner, director or employee whilst in or any other business that was not detailed in the proposer's proposal.
4. I/We declare that the statements and particulars contained in this No Claims Declaration are true and complete and that I/we have not misstated or suppressed any material facts.

5. Proposal Dated:

Policy / Quote Reference:

..... **Date:**

Signature of authorised Individual/Partner/Principal/Director

Please Print Name:

Proposer / Insured

(Please insert full legal name of all intended Insured's.

IMPORTANT NOTICES

YOUR 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 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 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 his 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 voiding the contract from its beginning. Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.

PREVENTING OUR RIGHT OF RECOVERY

Where another person is liable to compensate you for any loss, damage or liability which is covered by this Policy but you have agreed not to seek recovery of any monies from that person, we will not cover you under this policy for that loss, damage or liability.

PRIVACY

We are committed to protecting your privacy. We only use the personal information you give us to quote on and insure your risks. We only give personal information to:

- our underwriters (and their representatives);
- our reinsurers (and their representatives); and
- people we appoint to assist us with any claims under your policy.

We will not trade, sell or rent your information.

If you give us personal information about anyone else, we rely on you to notify them:

- that you will give the information to us;
- to whom we may give the information;
- the purposes for which we will use the information; and
- that they can access the information.

If the information you give us about someone else is sensitive, we rely on you to obtain their consent prior to disclosing it to us for the uses, and disclosure to the parties, we refer to in this statement. For a full statement of our Privacy Policy, ask our office for a copy.

CLAIMS MADE AND NOTIFIED BASIS OF COVER

If indemnity is taken for the following sections of the policy Errors and Omissions Extension, Criminal Defence Costs, Statutory Liability and Professional Indemnity of the Certificate of Insurance are written on a "claims made and notified basis". That is, they only provide cover if:

1. a claim is made against You, by some other person, during the Period of Insurance and You notify Us of the Claim during the same Period of Insurance;

AND

2. the claim which is notified arises out of an occurrence which takes place after the commencement date of the period of Insurance or after the Retroactive Date stated in the Schedule, whichever is the earlier.