

IMPORTANT NOTICE

To ensure proper protection you, the insured, have various duties both before you enter into a new insurance as well as at renewal or whenever your risk changes. Failure to observe these duties could lead to the rejection of an otherwise valid claim.

The 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 the Insurance, and, if so, on what terms.

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 his business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

Examples of information which are relevant to Insurers are:-

- i) past claims experience;
- ii) a cancellation of a previous insurance policy or refusal by an Insurer to renew a policy previously held by you;
- iii) any unusual features of the subject matter of the insurance which might increase the likelihood of a claim under the policy.

If you are uncertain about whether or not a particular matter should be disclosed to the Insurer, please contact our office.

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 claims 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.

Under-Insurance:

Co-insurance Clause/Under-insurance Penalties - Asset values must be replacement values (not original purchase price or book values). Under-insurance penalties apply in the event of a loss meaning that if you are not within 80% of the actual replacement value and you incur a loss, the insurer will apply a discount to the claim and you will not be insured for the full loss. This requirement still applies in the event of a partial loss.

Claims Made Policies:

Your Professional Indemnity Insurance policy, if applicable to your franchise, is underwritten on a "Claims Made" basis.

This means that the policy will cover you for claims made against you and notified to the underwriter during the period of insurance. "Claims Made" policies do not provide cover in relation to:-

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of insurance;
- facts or circumstances which you first became aware of prior to the period of insurance, and which you now or ought reasonably to have known had the potential to give rise to a claim under the policy.
- claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

However, where you give notice in writing to the underwriter of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of insurance.

Upon expiry of the policy, no further claims can be made hereunder and the need to maintain insurance or arrangement of run-off cover is essential.

General Information*(Please note that a separate form needs to be completed for each franchise location)*

1.	What is the full name of your organisation?			
Property				
2.	What is the address of the location(s) to be insured?			
3.	What sums insured are required? <i>(these must be calculated on a replacement basis)</i>	Buildings	Contents	Stock
4.	a) What is the construction of the building? <i>(e.g. concrete walls, concrete floors, metal roof, etc)?</i>	Floors	Walls	Roof
	b) What is the fire protection in place? <i>(e.g. fully sprinklered, partially sprinklered, smoke detectors, hose reels, fire extinguishers, etc)</i>			
	c) What security is in place? <i>(e.g. back to base alarm, collapsible bollards and/or padlocks on roller doors, deadlocks on external doors, bars/grilles/key operated window locks on accessible windows, etc)</i>			
Motor Vehicle				
5	Do you have any vehicles that have been modified?			
	If Yes, please provide details			
6.	Schedule of Vehicles			
		Year	Vehicle Make	Model
				Reg No:
	1			
	2			
	3			
	4			
	5			
Declaration				
By ticking this box: <input type="checkbox"/>				
<p>I declare that the particulars provided in response to the questions in this Renewal Declaration are true and correct, and I have discharged my duty of disclosure.</p> <p>I have not suppressed, misrepresented or misstated any relevant fact.</p> <p>I agree that the particulars provided shall be the basis of the contract of insurance and be deemed to be incorporated in the policies to be issued.</p> <p>I confirm that I have read and understood the "Important Notices" section of this Renewal Declaration.</p>				
Name:				
Position:				
Date:				
Contact Phone:				
Fax:				
Email:				
Mailing Address:				
If you have a 2nd Situation - please attach a separate sheet which details the information requested in questions 1 to 5.				

