

# INTELLECTUAL PROPERTY LEGAL EXPENSES INSURANCE

## NOTICES RELATING TO THE OPERATION OF THIS POLICY

### **Your Duty of Disclosure**

Attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Cth) which provides in relation to the duty of disclosure, as follows:

Subject to this Act, an Insured has a duty to disclose to the Insurer, before the relevant contract of insurance is entered into, every matter that is known to the Insured being a matter that:

- (a) the insured knows to be a matter relevant to the decision of the Insurer whether to accept the risk and, if so, on what terms; or
- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant, having regard to factors including, but not limited to:
  - (i) the nature and extent of the insurance cover to be provided under the relevant contract of insurance; and
  - (ii) the class of persons who would ordinarily be expected to apply for insurance cover of that kind.

The duty of disclosure does not require the disclosure of a matter:

- (a) that diminishes the risk;
- (b) that is of common knowledge;
- (c) that the Insurer knows or in the ordinary course of the Insurer's business as an insurer ought to know; or
- (d) as to which compliance with the duty of disclosure is waived by the Insurer.

Where a person:

- (a) failed to answer; or
- (b) gave an obviously incomplete or irrelevant answer to;

a question included in a proposal form about a matter, the Insurer shall be deemed to have waived compliance with the duty of disclosure in relation to the matter.

Attention is also drawn to Section 40 of the Insurance Contracts Act 1984 (Cth).

### **Section 40 - Certain contracts of liability insurance**

This section applies in relation to a contract of liability insurance the effect of which is that the Insurer's liability is excluded or limited by reason that notice of a Claim against the Insured in respect of a loss suffered by some other person is not given to the Insurer before the expiration of the Period of the Insurance cover provided by the contract.

The Insurer shall, before the contract is entered into:

- clearly inform the Insured in writing of the effect of subsection (3); and
- if the contract does not provide insurance cover in relation to events that occurred before the contract was entered into, clearly inform the Insured in writing that the contract does not provide such cover.

Where the Insured gave notice in writing to the Insurer of facts that might give rise to a Claim against the Insured as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by the contract expired, the Insurer is not relieved of liability under the contract in respect of the Claim, when made, by reason only that it was made after the expiration of the Period of the Insurance cover provided by the contract.

The Insurer advises the Insured that the effect of the Insured providing notice in writing to the Insurer pursuant to Section 40(3), is that cover under the policy may be available in circumstances where it might otherwise not be available.

The terms and conditions of the Policy provide that, if a Claim is made against the Insured or any notice of an intention to make a Claim against the Insured is received or circumstances come to the attention of the Insured which are likely to cause a Claim to be made against the Insured or which the Insured should reasonably expect to cause a Claim to be made against the Insured during the term of this Policy, then the Insured must immediately notify the Underwriters thereof. This notification must be given during the term of the Policy for the Policy to apply.

The time of happening of the acts or circumstances which give rise to a Claim or a possible Claim is not of relevance provided they occur after the Retroactive Date stated on the Policy Schedule and the relevant Limit of Liability is adequate. The obligation of the Insured under the Policy is to communicate to the Insurers during the Period of Insurance a Claim, notice of a possible Claim or circumstances or act which comes to the attention of the Insured and which may give rise to a Claim or which the Insured should reasonably expect may give rise to a Claim as soon as is

reasonably possible after such is made, received or has come to the attention of the Insured.

Upon expiry of the Policy no further Claims can be made thereunder.

Specialist Underwriting Agencies Pty Ltd (ABN 18 010 862 745) give notice that this Policy will be issued under an authority given to Specialist Underwriting Agencies Pty Ltd by certain underwriters at Lloyd's. Furthermore Specialist Underwriting Agencies Pty Ltd will be acting as agent of the Insurer and not as an agent for the Insured.

### **Privacy Statement and authority**

#### **Protecting your privacy**

We are committed to protecting your privacy and the privacy of any personal information provided to us. We comply with the Australian Privacy Principles set out in the Privacy Act 1988 (Cth). A full version of our Privacy Policy is available (see the link below) which sets out details about how we manage and what we do with your personal information. In summary:

#### **What personal information will we collect and why do we need it?**

We may need to collect personal information from you so that we can provide you with the insurance services you are seeking from us.

#### **How do we collect the personal information?**

Information is primarily collected through brokers or directly from you. It might also be collected on occasion in person by investigators or to the officers or service providers of ours, in writing, by telephone and by other electronic communication channels.

We may need to obtain personal information from others to ensure that we are fully informed in relation to the issues that we need to address with regard to your insurance and any claim that you may make.

#### **Who will see or have access to your personal information?**

Unless we are required to provide your personal information to others by law, by court order or to administer or investigate an application for insurance or a claim, your information will only be seen or used by persons working within the Specialist Underwriting Agencies group of companies.

#### **Security of Information**

Our information systems and files are kept secured from unauthorised access and our staff and contracted agents and service providers have been informed of the importance we place on protecting your privacy and their role in helping us to do so. Information will be stored and disposed of in a secure environment, which may only be accessed by authorised personnel.

What if I want to check what personal information you hold about me?

We are happy to advise you what personal information we hold about you and share this information with you. This will be the case unless there is a relevant exception under the Privacy Act 1998 (Cth) that applies.

#### **Can I correct the information?**

If you believe there are errors in our records about you, please let us know and we will be happy to investigate and correct any inaccuracies.

#### **Cookies**

Our websites may use cookies to provide a better browsing experience. If you prefer not to have cookies collected, you can disable this option in your browser settings.

#### **Direct Marketing**

Apart from notifying you of our service offerings, we do not, without your consent, sell, rent, license or otherwise disclose your information to any party for the purposes of direct marketing.

#### **Cross Border Storage**

In order for us to provide our services, we may receive and share personal information with the Specialist Underwriting Agencies group of companies, third parties and we may also store that information on servers that are not in Australia. We will ensure that any party with whom we share personal information overseas will be required to comply with the Privacy Act 1988 (Cth).

#### **Further information**

If you would like further information, please review our full Privacy Policy or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the privacy officer at:

Specialist Underwriting Agencies Pty Ltd  
255 Sandgate Road  
Albion QLD 4010  
Ph: 07 3624 9419  
Fax: 07 3624 9433  
Email: info@sua.com.au.



always thinking.

# INTELLECTUAL PROPERTY LEGAL EXPENSES PROPOSAL

## GENERAL INFORMATION

1. What is to be identified in the Schedule as the **Named Organisation**, including all subsidiary and controlled entities or individual IP holders for which cover is required (any entity or person not included here will not be covered):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What is the **Business** of the Named Organisation

\_\_\_\_\_  
\_\_\_\_\_

3. Where is the **Registered Address** of the Named Organisation:

\_\_\_\_\_

4. Please provide the **actual number of employees** (not full-time equivalent) and other personnel of the Named Organisation:

Employment Category	Split by Location								
	ACT	NSW	NT	Qld	SA	Tas	Vic	WA	NZ
Board members, Directors, Partners & Exec Officers									
Full Time Employees (excluding above)									
Part-time & Casual Employees									
Independent Contractors									
Voluntary Workers (incl Work Experience)									

5. Please advise the Turnover/Revenue for all Named Organisations for the last 12 months (in Australian Dollars):

AUD

6. Please advise the estimated Turnover/Revenue arising from the intellectual property to be insured:

Region	Turnover/Revenue (AUD)
Australia/New Zealand:	
USA/Canada:	
Europe:	
Asia:	
Rest of the World:	

7. Please provide details of all third parties, including former employees and business partners, to which confidential information regarding the intellectual property to be insured has been disclosed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## GENERAL INFORMATION

<b>8. Cover Required</b> (please tick all options where cover is required)				
Territorial Limits:	Australia/New Zealand only	<input type="checkbox"/>	Worldwide including USA/Canada	<input type="checkbox"/>
	Asia	<input type="checkbox"/>	Worldwide excluding USA/Canada	<input type="checkbox"/>
	Europe	<input type="checkbox"/>	Specific territory (please specify):	

<b>9. Limit of Indemnity Any One Claim and Aggregate</b> (please tick all options desired)	
\$100,000	<input type="checkbox"/>
\$250,000	<input type="checkbox"/>
\$500,000	<input type="checkbox"/>

## INTELLECTUAL PROPERTY INFORMATION

Please list all grant and application numbers and details in the space provided. For items in application please also attach full information including all application papers and any search reports. Please continue on separate sheet if necessary.

Type of Intellectual property	Name/Description and Grant/Application Number	Status (Granted or in Application)	Date Granted or Application filed	Territory
Patents:				
Trademarks:				
Registered Designs:				

Please list all licences that you wish to be covered under this insurance. Please also provide a copy of the licence agreements.

Name of Licensee	Grant Number of related intellectual property	Date of commencement of licence	Length of licence agreement	Territory



## DECLARATION

It is important that the Named Organisation and all Subsidiaries/Controlled Entities thereof, and the Authorised Director/Executive Officer signing this Declaration on their behalf, are fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt, please contact your broker as non-disclosure may affect an Insured's and/or the Named Organisation's right of recovery under the insurance or lead to avoidance.

▪ Has any insurer ever refused commercial or intellectual property legal expenses insurance, imposed special terms or declined to renew a commercial or intellectual property legal expenses insurance policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
▪ Has there been any dispute or legal proceedings to which this insurance would apply during the last 10 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
▪ Are you aware of any cause, event or circumstance which may give rise to a claim being made under this insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If **yes** to any of the above, please provide details:

**I, the undersigned, being a Director/Executive and/or Responsible Officer of the Named Organisation, hereby declare that:**

- I am authorised to complete this Proposal on behalf of the Named Organisation as noted on the Proposal
- All answers to the questions contained in this Proposal are, after enquiry, true to the best of my knowledge & belief; and
- I have read and understood the notices within this Proposal; and
- I understand that submission of this Proposal does not bind either the Insurer or the Named Organisation or any subsidiary companies/controlled entities thereof, to enter into a binding contract of insurance.

**Signed:** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Capacity/Title:** \_\_\_\_\_