

LIABILITY INSURANCE FORM FOR E-COMMERCE WEB RETAILERS

CLIENT INFORMATION

COMPANY NAME:

(It's critical this matches the legal entity you provided to Amazon, if you're unsure you can check using this link):
<https://sellercentral.amazon.com/sw/AccountInfo/LegalEntity/step/LegalEntity>

ADDRESS:

EMAIL:

PHONE NUMBER:

YOUR AUSTRALIAN BUSINESS NUMBER (ABN):

GENERAL QUESTIONS:

1. What Products Do You Sell?
2. What Countries Do You Sell To?
(If you sell to North America please advise the percentage of revenue generated from North America)
3. Do your products meet Amazons standards for every product you sell? YES NO
4. Do you work from physical premises in Australia (other than an office)? YES NO
For example a warehouse or logistics premises? If so, please list the address for each.
5. List every web site address you sell from. Make sure you include your Amazon site/s.
6. Please provide a summary of your quality control procedures.
7. Are any of your products used an inputs or components for other companies or manufacturers? YES NO
If yes, please provide details.

8. Are you subject to any contractual indemnities hold harmless agreements? YES
NO If yes, please provide details.
9. Do you have a company or any employees in North America? YES NO
If yes, please provide details.
10. What do you do to ensure all of your products meet the USA Standards including those applicable for labelling and safety?

INSURANCE & FINANCIAL QUESTIONS

11. What date did you start your business?
12. Are you insured now? YES NO
If yes, please tell us which insurance company and when this policy expires.
13. Have you had any insurance claims or incidents that would have resulted in a claim if you were not insured? YES NO
If yes, advise details:
14. Has an insurance company refused to insure you or declined to renew your insurance?
YES NO
If yes, advise details:
15. What Date do you want this insurance to start?
16. Are there any material matters you should disclose to us? YES NO
If yes, advise details:
17. Please complete the table below listing your products and the sales estimates.

SALES FORECASTS BY PRODUCT (in AUD)		
COUNTRY	THIS YEAR	NEXT YEAR

SIGNATURE

FULL NAME

DATE

AMAZONS MINIMUM INSURANCE REQUIREMENTS

1. The policy limit must be at least \$1 million per occurrence and in aggregate, and cover liabilities caused by or occurring in conjunction with your business operations, including products, products/completed operations and bodily injury;
2. The insurance policy type can be either commercial general, umbrella, or excess liability and be occurrence based;
3. Your insurance provider must have global claim handling capability and a financial rating of S&P (<https://www.spglobal.com/ratings/en/sector/insurance/insurance-sector>) A- and/or AM Best (<https://www.ambest.com/home/default.aspx>) A- or better (if S&P or AM best is not valid or used in the country where you are required to obtain insurance, a local equivalent is allowed);
4. Your insurance provider must give Amazon at least 30 days' notice of cancellation, modification or non-renewal;
5. The policy must name "Amazon.com Services LLC and its affiliates and assignees" as additional insureds;
6. The deductible for any policy(ies) must not be greater than \$10,000 and any deductible amount must be listed on the certificate(s) of insurance;
7. The policy must cover all sales from products you have listed on the Amazon website;
8. Your insured name must match the "legal entity" name you provided to Amazon (view your legal entity name) (<https://sellercentral.amazon.com/sw/AccountInfo/LegalEntity/step/LegalEntity>)
9. The policy must be completed in its entirety and signed; and
10. The policy must be valid for at least 60 days from the date of submission.

STATUTORY NOTICES

At this stage, we draw your attention to the enclosed Statutory Notices. Please read and direct any queries you may have to us immediately. In the absence of any queries from you we will assume that you have read and understood them.

YOUR DUTY OF DISCLOSURE

Section 21A / INSURANCE CONTRACTS ACT 1984

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.

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.

NON DISCLOSURE

Section 28 / INSURANCE CONTRACTS ACT 1984

General insurance

(1) This section applies where the person who became the insured under a contract of general insurance upon the contract being entered into:

- (a) failed to comply with the duty of disclosure; or
- (b) made a misrepresentation to the insurer before the contract was entered into; but does not apply where the insurer would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into.

(2) If the failure was fraudulent or the misrepresentation was made fraudulently, the insurer may avoid the contract.

(3) If the insurer is not entitled to avoid the contract or, being entitled to avoid the contract (whether under subsection (2) or otherwise) has not done so, the liability of the insurer in respect of a claim is reduced to the amount that would place the insurer in a position in which the insurer would have been if the failure had not occurred or the misrepresentation had not been made.

AIS Financial Services Guide: <https://aisinsurance.com.au/financial-services-guide/>

AIS Privacy Policy: <https://aisinsurance.com.au/privacy-policy/>

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