

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.

COVERFORCE INSURANCE BROKERS

Level 5 11 Eastern Road, SOUTH MELBOURNE

VIC 3205 Phone: (03) 8699 8888

Email: insure@aisinsurance.com.au



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

When you take out insurance or renew or vary a policy you hold, by law you have a duty to disclose relevant information about the risk relating to you as the insured or your business.

The Insurance Contracts Act 1984 requires insurance companies to tell you about the duty of disclosure and the impact of failing to disclose information to the insurer. If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

Many of the policies referred to in this manual will be subject to the Insurance Contracts Act because the proper jurisdiction of the insurance contract will be the laws of Australia. For other types policies (e.g. marine insurance or policies placed overseas), the duty of disclosure exists under the common law.

Your duty of disclosure

Contracts of general insurance subject to 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, that 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 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 his 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 avoiding the contract from its beginning. Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.

Your duty of disclosure

Other types of insurance policies

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as Marine Insurance (other than Marine Inland Transit Insurance) and insurance required by statute, the Insured still owes a Duty of Disclosure to the Insurer.

This is a duty to disclose to the Insurer before the contract is concluded, every material circumstance which is known to the Insured. Every circumstance is material which would influence the judgment of a prudent Insurer in fixing the premium or determining whether he will take the risk. The Insurer may avoid the contract from inception if the Insured fails to make such disclosure.

In misrepresentation, misstatement or non-disclosure.

