

NOTICE TO INSURED

(Pursuant to the provisions of the Insurance Contracts Act 1984)
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 which 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.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance. Your duty however does not require disclosure of a matter:-

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, 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 its 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.

Claims Made Policy

This policy is a claims made policy of insurance. This means that the policy covers you for claims made against you and notified to the Insurer during the period of insurance. The Policy does not provide cover in relation to:

- events that occurred prior to the retroactive date, if any, specified in the Policy;
- claims notified or arising out of circumstances notified under any previous policy (whether made or issued by the Insurer or any other insurer);
- claims made against you prior to commencement of the period of insurance;
- claims arising out of claims and circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- subject to what is said in the next paragraph, claims made after expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance.

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

Average Provision

The Insurer provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of the claim, the liability of the Insurer for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after inception of the policy that you would not seek to recover any loss or damage from that person, you are not covered under the policy for any such loss or damage unless the agreement of the Insurer is obtained beforehand.

Important Information: Please complete all questions fully. If there is insufficient space provided to answer please provide details on your letterhead.

SECTION 1 - YOUR DETAILS

1.1 Please provide the full legal name of all entities to be insured under the Policy:
(It is important you include all service, administration or nominee companies)

1.2 Trading Name

1.3 ABN

1.4 Date Established

1.5 YOUR CONTACT DETAILS

Address

State/Territory

Postcode

Phone #

Fax #

Mobile #

Email

Website

www.

Address of any Branch or other offices

1.6 Principals/ Partners / Directors

Names in full of all Partners/
Directors/Principals

Qualifications

Date Obtained

How long a Partner
/Director/Principal

1.7 Staff Numbers

Partners / Directors / Principals	<input type="text"/>	Professional Qualified Staff	<input type="text"/>		
(Not included in Partners/Principals)					
Other Technical Staff	<input type="text"/>	Non Technical Staff	<input type="text"/>	Trainee Staff	<input type="text"/>
Administration Staff	<input type="text"/>	Other Staff	<input type="text"/>	TOTAL STAFF	<input type="text"/>

1.8 Are you a current financial member in good standing of a Professional Association?

Yes No

If Yes, please provide details of the Associations to which you belong:

SECTION 2 - YOUR BUSINESS

General Business Questions:

- 2.1 Has the name of your business ever changed? Yes No
- 2.2 Have you ever amalgamated or merged with another business? Yes No
- 2.3 Have you purchased any other business or practice? Yes No

If you have answered Yes to any of these questions, please provide details

- 2.4 Does any partner, principal or director of the Insured detailed in answer to question 1 of this proposal have any connection or association (financially or otherwise) with any other business or practice? Yes No

If Yes, please provide full details

2.5 Please provide a precise description of your business activities:

2.6 Please provide details of your 5 largest contracts

Brief Description of Contract

Income \$Aus

2.7 Does any single client represent more than 35% of your total activities? Yes No

2.8 Have there been any substantial changes in your business activities in the past 12 months? Yes No

2.9 Do you anticipate any substantial changes in your business activities in the next 12 months? Yes No

If you have answered Yes to any of Questions 2.7, 2.8 or 2.9, please provide full details

2.10 Do you engage sub contractors?

Yes No

If Yes, do you insist they carry their own Professional Indemnity Insurance?

Yes No

2.11 Are verbal reports always confirmed in writing?

Yes No

If No, please advise details of how these reports are substantiated.

2.12 Do you perform work outside Australia, or work for clients located overseas?

Yes No

If Yes, please provide details

FOR SOLE PROPRIETORS ONLY (OTHERWISE PLEASE PROCEED TO QUESTION 2.15)

2.13 Please provide details of the length of service and experience of your assistants

2.14 Please provide details of the arrangements you have in place to assist you during temporary absences?

SECTION 4. YOUR FINANCIAL DETAILS

Please give the total annual gross fees for the current year and an estimate for the coming 12 month period

	Australia	Overseas
Previous 12 months	\$	\$
Current 12 months	\$	\$
Estimated for next 12 months	\$	

Please provide approximate percentage of your activities (based on fee income) applicable to each State

NSW	%	VIC	%	QLD	%
TAS	%	SA	%	WA	%
NT	%	ACT	%	OVERSEAS	%

4.3 Are the total assets of your company greater than \$5,000,000?

Yes No

4.4 Are you involved in any process of manufacture, construction, alteration, repair, installation or sale or supply of materials and equipment, other than in a pure consultancy capacity as previously described.

Yes No

If YES please give full details

SECTION 5. YOUR CLAIMS HISTORY

5.1 After enquiry, are any Partners, Principals, Directors or staff members aware of any enquiry, professional disciplinary proceedings or similar process connected to your business which they, or any other member may be required to attend?

Yes No

Date Notified	Name of Claimant	Brief Description of Matter	Quantum	Status

5.2 After enquiry, are any of the partners, principals or directors aware of any fact or circumstance which has the potential to give rise to a claim against your business or practice or any business or practice of any of their present or former partners, principals or directors which is not referred to in Question 5.1 above.

Date First became aware of matter	Name of Potential Claimant	Brief Description of Matter	Quantum

5.3 Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes No

If Yes, please provide details

5.4 After enquiry, are any Partners, Principals, Directors or staff members aware of any enquiry, professional disciplinary proceedings or similar process connected to your business which they, or any other member may be required to attend? Yes No

SECTION 6. YOUR INSURANCE HISTORY

6.1 If you currently hold a Professional Indemnity Insurance please complete the following:

Name of Insurer	<div style="border: 1px solid black; width: 360px; height: 30px;"></div>	Expiry Date	<div style="border: 1px solid black; width: 210px; height: 30px;"></div>
Premium	<div style="border: 1px solid black; padding: 5px;">\$ </div>		

6.2 Has the firm, any partner, principal or director ever been refused this type of insurance, had special terms imposed, had a policy cancelled or had an application for renewal declined? Yes No

SECTION 7. YOUR COVER APPLICATION

7.1 Limit of Indemnity Options

\$1,000,000	<input type="checkbox"/>	\$2,000,000	<input type="checkbox"/>	\$3,000,000	<input type="checkbox"/>
\$4,000,000	<input type="checkbox"/>	\$5,000,000	<input type="checkbox"/>	Other _____ (please specify)	<input type="checkbox"/>

7.2 Preferred Deductible Options

7.3 Do you require?

- | | | |
|---|---------------------------|--------------------------|
| (a) A Reinstatement of Aggregate Limit of Indemnity | <input type="radio"/> Yes | <input type="radio"/> No |
| (b) Fidelity | <input type="radio"/> Yes | <input type="radio"/> No |
| (c) Partners Previous Business | <input type="radio"/> Yes | <input type="radio"/> No |

7.4 If you require Fidelity Cover please complete the following questions:

- | | | |
|--|---------------------------|--------------------------|
| (a) Do you always obtain satisfactory references before hiring employees? | <input type="radio"/> Yes | <input type="radio"/> No |
| (b) Do you require more than one member of staff to sign cheques, handle cash or transferable documents? | <input type="radio"/> Yes | <input type="radio"/> No |
| (c) Is the bank reconciliation conducted by someone not authorised to deposit into or withdraw from the bank accounts? | <input type="radio"/> Yes | <input type="radio"/> No |

If the answer to any of Questions 7.4 is No, please provide further details in the space below:

7.5 If you require Partners Previous Business cover please advise:

Names of Partners/ Principals/Directors	Name of Previous Practice	Period Practicing as a Partner/Principal/Director
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>
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DECLARATION

I/We declare and warrant that all the statements and particulars here given are true and that no information whatever has been withheld which might influence a prudent Insurer's judgement and the acceptance of this Proposal. Should the above particulars alter in any way, I/We will advise Insurers as soon as possible. I/We understand that failure to disclose any material facts which would be likely to influence the acceptance and assessment of the Proposal may result in Insurers refusing to provide indemnity or voiding the policy in every respect.

I/We hereby agree that this Declaration shall be the basis of the contract between me/us and Insurers.

Name of Proposer

Signed by / on behalf of all Partners / Directors / Principals

Dated