

## Duty of Disclosure

### 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 that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of 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 its 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 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 declaration is for a 'claims made and notified' policy of insurance.

This means that the Insuring Clause responds to:

- claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the policy's period of cover has expired. If you give written notification of such facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, Section 40(3) of the Insurance Contracts Act 1984 is set out below:

*"S40(3) 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 insurance cover provided by the contract."*

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

### Subrogation

The policy contains a provision that has the effect of excluding or limited the insurer's liability in respect of a claim where the insured had foregone, excluded or limited a right of recovery or contribution.

### Non-Renewable Policy

For the purposes of section 58 of the Insurance Contracts Act 1984, if a policy is issued, this policy is non-renewable and will expire at the conclusion of the policy period. Should the insured require coverage beyond the expiry of the policy period, the insured must complete a new proposal form and the insurer may provide a new contract, the terms and conditions of which will be negotiated at the time.

# Professional Indemnity Insurance Proposal Form

## Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to Proposer in this Proposal Form means:
  - the Association and all subsidiaries; and
  - the officer bearers of the Association and all subsidiaries.
4. Reference to "North America" in this Proposal Form means the USA and Canada and their respective territories and possessions.

## SECTION 1

## DETAILS OF THE PROPOSER

1. Name of Proposer and ABN (include all subsidiary companies for whom cover is required)  
.....  
.....
2. Telephone Number ..... Fax Number .....  
Email address..... Web site address .....
3. Address of Principal Office .....
4. Address(es) of Branch Office(s) .....  
.....
5. Date Proposer commenced .....  
If the business is less than five years old then please attach details of the principals', directors' or partners' relevant experience or resumés.
6. Please give FULL details of all professional services provided and, where applicable, of any intended change in these. If the Proposer is acting as an accountant, architect, consulting engineer, legal professional, advertising agent, computer consultant, travel agent, tour operator or translator then please also complete the relevant supplementary proposal.  
.....  
.....  
.....  
.....
7. Has the Proposer been engaged in or likely to start engaging in any other professional service or activity other than described above? Yes  No   
If yes, please provide details  
.....  
.....



# Professional Indemnity Insurance Proposal Form

| SECTION 1 (continued) DETAILS OF THE PROPOSER  |                         |                            |                            |
|--|-------------------------|----------------------------|----------------------------|
| 14. Is the Proposer represented in any way outside Australia, other than North America? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please state Country, Fee/Turnover, Number of Staff and Number of Offices.   |                         |                            |                            |
| Country  | Fee/Turnover            | No. of Staff               | No. of Offices             |
|  |                         |                            |                            |
|  |                         |                            |                            |
|  |                         |                            |                            |
| 15. Is the Proposer represented in any way in North America? Yes <input type="checkbox"/> No <input type="checkbox"/>  |                         |                            |                            |
| If yes, please state   | Fee/Turnover            | \$                         |                            |
|  | Number of Staff         |                            |                            |
| 16. Please state gross fees / turnover / revenue (as applicable), payable by clients. For any non-fee-earning business/practice, state total turnover. If the business/practice has more than one core activity, please show appropriate split of income for <b>each</b> activity. |                         |                            |                            |
| Location   | Previous financial year | Current financial year     | Forthcoming financial year |
| a) in Australia  | \$                      | \$                         | \$                         |
| b) elsewhere (excluding North America)   | \$                      | \$                         | \$                         |
| c) in North America (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)   | \$                      | \$                         | \$                         |
| <b>Total of a), b) and c) above</b>  | <b>\$</b>               | <b>\$</b>                  | <b>\$</b>                  |
| 17. Does the Proposer subcontract any of their activities? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please state gross fees paid to subcontractors  |                         |                            |                            |
| Previous financial year  | Current financial year  | Forthcoming financial year |                            |
| \$   | \$                      | \$                         |                            |
| 18. Do fees earned from any one client represent more than 50% of total fee income? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please state following   |                         |                            |                            |
| Client Name  | Fees Earned             | Year Work Performed        |                            |
|  |                         |                            |                            |
|  |                         |                            |                            |
|  |                         |                            |                            |

# Professional Indemnity Insurance Proposal Form

## SECTION 1 (continued) DETAILS OF THE PROPOSER

19. Does the business or any principal/partner/director act on behalf of, or undertake professional services for any firm, company or organisation in which the Proposer or any principal/ partner/ director has a financial interest of 20% or more of the company and/or board representation on that firm, company or organisation? Yes  No

If yes please provide the name of the company and details of the type of professional services conducted for that firm, company or organisation.

.....

20. Does the Proposer undertake any work which involves the Proposer in:  
a) manufacturing, construction, erection or installation? Yes  No

If yes, state what percentage of the fees declared relates to such contracts .....%

b) the supply of materials, plant, goods, or equipment? Yes  No

If yes –

i) does the supply relate to branded products only? Yes  No

ii) do the products originate from suppliers outside Australia? Yes  No

If yes to b) i) or ii) please give details of products and name and location of suppliers.

.....

.....

.....

iii) what proportion of the fees declared relates to such contracts? .....%

21. Does the Proposer use any brochures, written agreements or conditions of contract in connection with the professional services? Yes  No

If yes, please attach copies

22. Has the Proposer any other Professional Indemnity Insurance in force? Yes  No

If yes state:

Name of Insurer ..... Policy Number .....

Renewal Date ..... Limit of Indemnity .....

Retroactive Date .....

## SECTION 2 GENERAL DETAILS

1. Has any insurer, in respect of the risks to which this proposal relates, ever:  
a) declined a proposal, refused renewal or terminated an insurance? Yes  No

b) required an increased premium or imposed special conditions? Yes  No

c) declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes  No

If yes in either case, please give details

.....

.....

# Professional Indemnity Insurance Proposal Form

| SECTION 2 (continued)  | GENERAL DETAILS                     |  |                            |
|--|-------------------------------------|--|----------------------------|
| <p>2. a) Has any claim been made against the Proposer or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>b) Has the Proposer or any principal/partner/director/ consultant or employee incurred any other loss or expense which might be within the terms of cover? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>If yes in either case, please give details.</p>   |                                     |  |                            |
| Date of Claim or loss  | Brief details of each Claim or loss | Cost (if any) of Claim paid or loss incurred | Estimated outstanding loss |
|  |                                     |  |                            |
|  |                                     |  |                            |
|  |                                     |  |                            |
|  |                                     |  |                            |
|  |                                     |  |                            |
| <p>3. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>   |                                     |  |                            |
| <p>4. Is any principal, director, partner, consultant or employee, <b>after enquiry</b>, aware of any circumstances which might:</p> <p>a) give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>b) result in Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants, employees, or principals incurring any losses or expenses which might be within the terms of this cover? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>c) otherwise affect the Company's consideration of this Insurance? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>If yes to any, please give details, including maximum potential cost (by separate note of preferred)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><b>It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage</b></p> |                                     |  |                            |

# Professional Indemnity Insurance Proposal Form

| SECTION 3  | INSURANCE  |
|--|--|
| 1. Please state Limit of Indemnity required under this insurance<br>\$1,000,000 <input type="checkbox"/> \$10,000,000 <input type="checkbox"/><br>\$2,000,000 <input type="checkbox"/> \$20,000,000 <input type="checkbox"/><br>\$5,000,000 <input type="checkbox"/> | 2. Please state Excess required (in most case an Excess will be compulsory)<br>\$2,500 <input type="checkbox"/> \$7,500 <input type="checkbox"/><br>\$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/><br>Other amount      \$ ..... |

**DECLARATION**

I/We the undersigned duly authorised person(s) declare that:

- i. I am/we are authorised by each of the Proposers to sign this Supplementary Proposal; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Supplementary Proposal has been withheld; and
- iv. I/we have read the **important facts** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
- v. I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- vi. I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- viii. I/we acknowledge that the Insurer relies on the information and representations in this Supplementary Proposal and otherwise made by me/us in relation to this insurance.

Signed.....

Name of Partner(s) or Director(s).....

On Behalf of\* ..... \* **Insert Name of Firm**

Date.....

**Stamp Duty Declaration**

Please provide a breakdown in the number of employees by location as follows.

|     |     |     |    |    |     |     |    |     |
|-----|-----|-----|----|----|-----|-----|----|-----|
| NSW | VIC | QLD | SA | WA | TAS | ACT | NT | O/S |
|-----|-----|-----|----|----|-----|-----|----|-----|

|   |
|---|
| <b>PRIVACY STATEMENT</b>  |
| <b>PURPOSE OF COLLECTION</b>  |
| <p>Coverforce Underwriting Pty Ltd (<b>Coverforce</b>) collects personal information (<i>this is information or an opinion about an individual whose identity is apparent or can be reasonably ascertained and which relates to a natural living person</i>) for the purposes of providing insurance intermediary services to you. This includes the following activities:</p> <ol style="list-style-type: none"><li>1. Evaluating your proposal for insurance; and</li><li>2. Evaluating any request for a change to your insurance; and</li><li>3. Providing, administering and managing the insurance intermediary services and insurance product/s provided, following acceptance of your proposal; and</li><li>4. Assisting with the management of claims made in relation to any insurance you have arranged with Coverforce.</li></ol> <p>The personal information collected can be used or disclosed by us to underwriters, from whom we seek terms or policy changes on your behalf. It can also be used or disclosed by us for a secondary purpose related to those noted above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However, for sensitive information, the secondary purpose must be related to those purposes noted above.</p> |
| <b>DISCLOSURE</b>   |
| <p>Coverforce may disclose your personal information, when necessary and in connection with the purposes listed above, to the following:</p> <ol style="list-style-type: none"><li>1. Insurers whom we approach on your behalf to seek terms or, if your proposal for insurance has come to us via another intermediary, to that intermediary.</li><li>2. Government bodies.</li><li>3. Loss assessors.</li><li>4. Claims investigators.</li><li>5. Claims reference providers.</li><li>6. Other services providers.</li><li>7. Medical and health professionals (life risk only).</li><li>8. Legal and other professional advisers.</li></ol>  |
| <b>CONSEQUENCES IF INFORMATION IS NOT PROVIDED</b>  |
| <p>If you do not provide us with the information we need we, or underwriters to whom we would normally send you proposal, will be unable to consider your proposal for insurance cover and or administer your policy and or assist with the management of any claim under your policy.</p>  |
| <b>ACCESS</b>   |
| <p>You can request access to your personal information by contacting our Privacy Officer on +61 2 8814 7777.</p>  |



**Professional Indemnity  
Supplementary Proposal  
For Loss Assessors**