## ALPA Members Professional Indemnity Insurance Proposal Form



### Insurance Cover May Include:

- Fidelity sub limit of up to \$100,000
- Cost exclusive excess
- Franchisor Liability Extension
- Bodily injury/property damage cover to the full policy limit
- Continuous Cover provision
- 7 year Run off cover for eligible Insureds
- Two reinstatements

### **Important Information**

#### Answering the questions

You must answer ALL questions in this proposal form. Failure to answer all questions in this proposal form could delay consideration of this application for insurance. You must ensure you provide complete and correct answers to all questions in this proposal form. If you are unsure whether any information is material to the Insurer's consideration of this application, this information should be disclosed.

### Supplementary Information

If there is insufficient space in this proposal form for you to provide a complete answer to a question you may also submit additional information in spreadsheet or report format.

#### **Supporting Documentation**

All Applicants are required to submit the following documentation with this proposal form:

- 1. the CV's of all directors, principals and partners of the Applicant; and
- any pamphlets, flyers or similar documentation the Applicant provides to the public.

#### Meaning of terms

Please note in this proposal form:

- "Applicant" means:
- any entity for which cover under the policy is required including any service, administrative or nominee companies and subsidiaries that you wish to be covered by this policy
- any individual for which cover under the policy is required including any director, principal, partner or employee of any entity to be insured by the policy; and
- any former director, principal, partner or employee of any entity to be insured by the policy

"Proposal Form" means this document and any supporting documentation submitted with this proposal form.

### **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 a 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 limiting 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.

### Returning Your Form

- 1. Have you read the Duty of Disclosure above?
- 2. Has each question in this Proposal Form been answered?
- 3. Have you given complete, true and accurate answers to all relevant questions in this Proposal Form?
- 4. Have you attached all necessary supporting documentation with this Proposal Form including the CV's of all directors principals and partners?
- 5. Return the complete Proposal Form and documents to your broker:

### Contact Coverforce

#### Coverforce Insurance Broking Pty Ltd

ABN 11 118 883 542 ACN 118 883 542 AFSL 302522 info@coverforce.com.au www.coverforce.com.au Level 12, 9 Castlereagh Street Sydney NSW 2000 Locked Bag 5273 Sydney NSW 2001 P 02 9376 7800 F 02 9223 1422



### Part A: General Information

This Part of the Professional Indemnity Proposal Form asks for general information in relation to the Applicant's business. All sections of Part A are compulsory and must be completed in full.

Section 1:	Insurance Red	quirements					
1.1 Indemnity Li  ☐ \$1,000,000	<b>mit</b> □ \$2,000,000	□ \$3,000,000	□ \$4,000,000	□ \$5,000,000	☐ Other		
1.2 Reinstateme Is a reinstatemen	ent It of the limit of inder	nnity required?	□Yes	□No			
on Gross Income	e/Fees) applicable to	each State, Territo	ory and Overseas [	FOTAL must equal	100%];	ge of the Applic	cant's activities (based
NSW V	IC WA	TAS	QLD	SA	ACT NT	Over	seas Total
Section 2	: Applicant De	tails					
					nt specifies the name ed by the policy).	es of all entities i	including service,
	egistered Name and			ABN		Business Co	ommencement Date
2.2 Contact Deta	ails						
Name		Phone		Mobile		Fax	
Email				Website			
Postal Address							
0 1- 1-				01-1-		Deeleede	
Suburb				State		Postcode	
2.3 Gross Incom Country	ne/Fees (Australian	Dollars) Previous Financi	ial Year End	Current Financi	ial Year End (estimate)	Next Financi	al Year End (projected)
Australia							
Total G	iross Income/Fees:					7	



## Part A: General Information (continued)

Section	3: Resources						
3.1 Staff Please complet category:	e the table by indicati	ng the number of e	employees, sub-conti	ractors and consult	ants employed/eng	aged by the Applic	ant for each
Partners, Principals & Directors	Professionally Qualified Employees	Other Employees	Sub-Contractors & Consultants	Total Number of Staff	ı		
	Directors and Partne						
	e the table below for a					Date	Total Years
Name		Age	Qualifications			Qualified	Experience
3.3 a) Does the their behalf?	Applicant engage co	nsultants, sub-con				□Yes	□No
	3.3a; Does the Application 3.3a; Does the Applic	ant insist that their	consultants, sub-cor	ilractors or agents of	carry their own	□Yes	□ No
	otice; Please note; u ndemnified under thi		greed by the Insure	r, sub-contractors,	, consultants and a	agents engaged b	y you are not
Section	4: Insurance Hi	story					
4.1 Latest Prof	essional Indemnity F	Policy				Funin	Daga
Broker		Insurer		Indemnity Limit	Excess	Expiry Date	Base Premium
						] [	
<b>4.2 a)</b> Has any	s or Circumstances partner, principal, dire ceedings for profession				ubject to	□ Yes	□No



## Part A: General Information (continued)

Important Notice; When completing the table below, the amount indicated in Amount Paid should reflect any payments already made by the Insurer to third parties, plus any legal costs and expenses incurred to date by the Insurer. The amount indicated in Estimated should include amounts set aside by the Insurer for possible future payments. This information should be available directly from your Insurer's claims department. Attach a separate sheet if necessary.

predecessors in b employees, sub-c	laims ever been made against any firm or entity to be Insu usiness or any prior firm or entity of any of their present or ontractors or consultants, or have circumstances been not of the risks to which this proposal relates? If yes, please pro	former partners, principals, directors, tified to Insurers that may give rise to a	□Yes	□No
Date Notified to Insurer	Name of Claimant or Potential Claimant	Name of Insurer	Amount Paid To Date In Respect of Claim/Loss	Estimated Insurer Outstanding Reserve/Loss
Please Provide a k	orief description of the claim/loss/notification			
Date Notified to Insurer	Name of Claimant or Potential Claimant	Name of Insurer	Amount Paid To Date In Respect of Claim/Loss	Estimated Insurer Outstanding Reserve/Loss
Please Provide a k	orief description of the claim/loss/notification			
Date Notified to Insurer	Name of Claimant or Potential Claimant	Name of Insurer	Amount Paid To Date In Respect of Claim/Loss	Estimated Insurer Outstanding Reserve/Loss
Please Provide a t	orief description of the claim/loss/notification			
circumstances wh prior firm or entity sub-contractors in	er, principal, director, employee, sub-contractor or consult ich might give rise to a claim against any firm or entity to be of any of their present or former partners, principals, direct respect of the risks to which this proposal relates (which is ase provide details below:	be insured by this policy or any tors, employees, consultants, or	□Yes	□No
Date Notified to Insurer	Name of Claimant or Potential Claimant	Name of Insurer	Estimate of Potential Liability	
			,	
Please provide a k	prief description of the circumstances			



## Part A: General Information (continued)

<ul><li>4.3 Previous Insurance Applications</li><li>4.3 a) Has any Insurer ever declined a proposal, refused renewal or terminated the Applicant's professional indemnity insurance cover? If yes; please provide details including the reason(s) given by the Insurer:</li></ul>	□Yes	□No
<b>4.3 b)</b> Has any Insurer every imposed special terms or conditions on the Applicant's professional indemnity insurance policies? If yes; please provide details including the reason(s) given by the Insurer:	☐ Yes	□No
<b>4.3 c)</b> Has any Insurer denied liability for a claim made or notified against the Applicant's previous professional indemnity insurance policies? If yes; please provide details including the reason(s) given by the Insurer:	□ Yes	□No

## Part B: Professional Activities

This Part of the Professional Indemnity Proposal Form asks for specific information in relation to the Professional Activities undertaken by the Applicant.

### Section 1: Professional Activities

Stock & Station / Real Estate Agent Activities	Valuation Activities	fees the Applicant would receive for each category listed below.  Valuation Activities		
Livestock Sales	Residential			
Rural Property Sales	Commercial			
Residential Sales	Industrial			
(not including "off the plan" sales)	maasiiai			
Residential Sales	Tourism			
("off the plan" sales only)				
Commercial Sales (not including "off the plan" sales)	Rural			
Commercial Sales ("off the plan" sales only)	Asset/GST/SD			
Auctioneering - Property	Insurance Valuations			
	0) 1 711			
Auctioneering - Livestock	Strata Title			
Auctioneering - Clearing Sales	Municipal (rating purposes)			
, tuotioneering Greating Gales	(rating purposes)			
Merchandising	Plant & Equipment			
Rural Property Management	Issuance of Prospectus			
Residential Property & Strata Management	Business Valuations			
Commercial Branarty & Strate Management				
Commercial Property & Strata Management (Excluding retail shopping centres)	Other			
Commercial Property & Strata Management				
(Retail shopping centres with 10 shops or less)				
Commercial Property & Strata Management				
(Retail shopping centres with more than 10 shops)				
Business Broking				
Project Management				
Other	Total [The combined value of BOTH columns must equal 100%]			



		t regularly attend continuing education stitute, an industry body or similar organisation?	□ Yes	□No
<ul><li>1.4 Professional Accreditation</li><li>1.4 a) REI Membership; Is the Applic</li><li>1.4 b) ALPA Member</li></ul>	•	territory Real Estate Institute?	□ Yes	□No
<ul><li>(i) Is the Applicant a member of <i>i</i></li><li>(ii) Does the Applicant intend on</li></ul>	☐ Yes ☐ Yes	□ No □ No		
1.5 Risk Management - Fidelity Other than directors, does the	Applicant authorise other em	nployees to:		
1.5 d) reconcile any bank account the withdraw from?	ess of \$5,000 without authorises in excess of \$5,000 without a brough which that employee is	ation by a supervisor or manager? authorisation by a supervisor or manager? authorised to deposit funds into or	☐ Yes ☐ Yes ☐ Yes ☐ Yes	□ No □ No □ No □ No
Important Notice; Only complete	e Sections 1.6 and 1.7 below	if; the Applicant undertakes Property Manage	ement.	
<ul><li>1.6 Property Management</li><li>1.6 a) Please state the number of res</li></ul>	sidential properties the Applica	ant manages.		
1.6 b) Please state the number of co	mmercial properties the Applic	cant manages.		
1.6 c) If the Applicant manages any If yes, please provide details below	retail shopping centres, are the	ere more than 10 shops managed in a centre?	□ Yes	□ No
Shopping Centre Name	Location	Type of Shops (E.g. Newsagent, jeweller, supermarket etc)	Number of Shops	

1.7 Risk Management - Property Management		
<b>1.7 a)</b> Does the Applicant request from each landlord whose property the Applicant manages evidence that the landlord holds public liability insurance with a sum insured of at least \$5,000,000?	☐ Yes	□No
<b>1.7 b)</b> If Yes to a above, for those landlords who provide evidence, does the Applicant ensure that evidence of this insurance is provided on the renewal date of the landlord's policy each year?	☐ Yes	□No
<b>1.7 c)</b> Does the Applicant use the standard Property Management and/or Strata Title Management agreements as recommended by the REI based in their State or Territory?	☐ Yes	□No
<b>1.7 d)</b> Does the Applicant use the standard Condition Report as recommended by the Real Estate Institute or Office of Fair Trading (or equivalent) in their State or Territory?	☐ Yes	□No
<b>1.7 e)</b> Does the applicant ensure that they hold adequate authority from landlords to effect necessary repairs to properties managed?	☐ Yes	□No
<b>1.7 f)</b> Does the Applicant conduct property inspections prior to the commencement of, during and at the cessation of each tenancy?	☐ Yes	□No
<b>1.7 g)</b> Does the Applicant maintain a Complaints/Repairs Register to record all reports received about problems with properties managed?	☐ Yes	□No
<b>1.7 h)</b> Does the Applicant have in place formal policies/procedures to attend to complaints and requests for repairs/maintenance recorded in the Complaints/Repairs Register?	☐ Yes	□No
<b>1.7 i)</b> Does the Applicant have in place a system to check with tenants of properties managed that repairs/maintenance has been undertaken to a satisfactory standard?	☐ Yes	□No
<b>1.7 j)</b> Does the Applicant only engage licensed and insured tradespersons to undertake repairs/maintenance on properties managed?	☐ Yes	□No
<b>1.7 k)</b> If Yes to j above, does the Applicant hold copies of tradespersons licences and certificates of currency and have in place a system to monitor the renewals of these licenses and certificates of currency?	☐ Yes	□No
1.7 I) Does the Applicant recommend PropertySafe Inspections to all their landlords and process all their	□ Yes	□No
maintenance work through PropertySafe Maintenance Manager? If Yes, please provide the Applicants 5 digit PropertySafe Agency ID		

Important Notice; Only com	nplete S	ections 1.8 to 1.	11 below if; the Ap	plicant underta	kes Valuations		
1.8 Risk Management - Valuat 1.8 a) Does the Applicant have	a deleg		esponsible for the de	evelopment and	implementation of risk	☐ Yes	□No
management / quality control sy  1.8 b) Does the Applicant have	rol systems?	□Yes	□No				
1.8 c) Does the Applicant carry		□Yes	□No				
1.8 d) Does the Applicant have	in place	e formal procedur	res to evaluate new	clients and sub-	contractors?	□Yes	□No
<b>1.8 e)</b> Does the Applicant have binding instruments?	in place	e formal procedur	res for reviewing cor	ntractual agreem	nents and other legal	☐ Yes	□No
1.8 f) Does the Applicant have i	in place	formal procedure	es to evaluate new v	aluers?		☐Yes	□No
<b>1.8 g)</b> Does the Applicant have have the necessary skills and ca		•	res to ensure valuati	ons are perform	ed by valuers who	☐ Yes	□No
1.8 h) Does the Applicant have	in place	e a formal peer re	view process?			☐Yes	□No
1.8 i) Does the Applicant have i	in place	formal procedure	es to prevent interna	ll fraud from occ	curring?	☐ Yes	□No
<b>1.8 j)</b> Have all the Applicant's va Property Institute?	aluation	staff completed t	the Risk Manageme	nt Module cond	ucted by the Australian	☐ Yes	□No
<ul><li>1.9 Mortgage Valuation Work</li><li>1.9 a) Please state the percenta</li><li>1.9 b) Please provide a percent</li></ul>	age of v	( ) 0	,			tgage va	luations:
Banks/Building Societies/	0 " "		5		· ·		
Credit Unions	Solicitor	Lenders	Private Lende	rs	Other		Total (must equal 100%)
1.9 c) Please provide names of	f the nor	n-bank lenders for	r whom the Applicar	nt's firm underta	kes valuations:		
					Talaaliono,		
1.10 Development Valuation V		gross income#ges	ae which relates to r				
1.10 Development Valuation V 1.10 a) Please state the percen Development Valuation purpose	ntage of		es which relates to r				
1.10 a) Please state the percen	ntage of es (as d Valuatio	efined below)		nortgage valuati	ons conducted for	☐ Yes	□ No
<ul><li>1.10 a) Please state the percent Development Valuation purpose</li><li>1.10 b) Are any Development</li></ul>	ntage of es (as d Valuations? s a valua ssesses which assich asse be demnave beeich: pasis tha	efined below)  ns carried out by ation: value on the baseses value on the losses value on the lolished, and en demolished, that additional improverses.	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be	nortgage valuati s than 10 years e velopment site; as a developme veloped. carried out; and	ons conducted for experience in nt site;	☐ Yes	□ No
1.10 a) Please state the percent Development Valuation purpose.  1.10 b) Are any Development Valuation Development Valuation means (i) of a vacant land site which as (ii) of a parcel of englobo land v (iii) of an improved property which (a) the improvements are to (b) after the improvements h (iv) of an improved property which (a) assesses value on the box.	ntage of es (as d Valuations? s a valua ssesses which as ich asse be demnave beeich: pasis tha plete' m	efined below)  ns carried out by  ation: value on the bas sesses value on esses value on the olished, and en demolished, th  at additional impro arket value at a fi	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be gure which is greate	nortgage valuati s than 10 years of velopment site; as a developme veloped. carried out; and er than 150% of	ons conducted for experience in nt site;	☐ Yes	□ No
1.10 a) Please state the percent Development Valuation purpose.  1.10 b) Are any Development Valuation Development Valuation means (i) of a vacant land site which as (ii) of a parcel of englobo land v (iii) of an improved property which (a) the improvements are to (b) after the improvements h (iv) of an improved property which (a) assesses value on the bound of the company of th	ntage of es (as d Valuations? s a valua ssesses which as ich asse be demnave beeich: pasis tha plete' m	efined below)  ns carried out by  ation: value on the bas sesses value on esses value on the olished, and en demolished, th  at additional impro arket value at a fi	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be gure which is greate	nortgage valuati s than 10 years of velopment site; as a developme veloped. carried out; and er than 150% of	ons conducted for experience in nt site;	☐ Yes	□ No
1.10 a) Please state the percent Development Valuation purpose.  1.10 b) Are any Development Valuation Development Valuation means (i) of a vacant land site which as (ii) of a parcel of englobo land v (iii) of an improved property whi (a) the improvements are to (b) after the improvements h (iv) of an improved property whi (a) assesses value on the b (b) assesses the 'as if comp.  1.11 Valuation Values of the Ir 1.11 a) The average value of all properties valued over the last 1 months  1.11 b) The maximum value of all	ntage of tes (as d Valuations? s a valua ssesses which as ich asse be demnave beeich: pasis tha plete' m	efined below)  ns carried out by  ation: value on the bas sesses value on esses value on the olished, and en demolished, th  at additional impro arket value at a fi	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be gure which is greate	nortgage valuati s than 10 years of velopment site; as a developme veloped. carried out; and er than 150% of	ons conducted for experience in nt site;	Purpos	
1.10 a) Please state the percent Development Valuation purpose.  1.10 b) Are any Development Valuation Development Valuation means (i) of a vacant land site which as (ii) of a parcel of englobo land v (iii) of an improved property whi (a) the improvements are to (b) after the improvements h (iv) of an improved property whi (a) assesses value on the b (b) assesses the 'as if comp.  1.11 Valuation Values of the Ir 1.11 a) The average value of all properties valued over the last 1 months	ntage of tes (as d Valuations? s a valua ssesses which as ich asse be demnave beeich: pasis tha plete' m	efined below)  as carried out by ation: value on the bas sesses value on the olished, and en demolished, that additional improarket value at a finof the valuations	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be gure which is greate	nortgage valuations than 10 years of the velopment site; as a development veloped.  carried out; and than 150% of the confirm;	ons conducted for experience in nt site;	Purpos	e
1.10 a) Please state the percent Development Valuation purpose.  1.10 b) Are any Development Valuation Development Valuation means (i) of a vacant land site which as (ii) of a parcel of englobo land v (iii) of an improved property whi (a) the improvements are to (b) after the improvements h (iv) of an improved property whi (a) assesses value on the b (b) assesses the 'as if comp.  1.11 Valuation Values of the Ir 1.11 a) The average value of all properties valued over the last 1 months  1.11 b) The maximum value of all	ntage of es (as d Valuations? s a valua ssesses which as ich asse be demnave bedich: pasis that plete' m nsured, I 12 any nonths	efined below)  as carried out by ation: value on the bas sesses value on the olished, and en demolished, that additional improarket value at a finof the valuations	any valuer with less sis of its use as a de the basis of its use e basis that: ne land is to be rede ovements are to be gure which is greate	nortgage valuations than 10 years of the velopment site; as a development veloped.  carried out; and than 150% of the confirm;	ons conducted for experience in nt site; the 'as is' market value	Purpos (e.g. Mori	e gage, Asset, SD etc)

Important Notice; If any valuations conducted in the last 36 months exceeded \$10,000,000 the Applicant must also complete Section 2



### Section 2: Valuations Addendum

Only complete Section 2 if; in the last 36 months the Applicant has valued a property in excess of \$10,000,000. Please provide FULL details of ALL valuations in excess of \$10,000,000

[If you have completed more than two (2) valuations in excess of \$10,000,000 then please attach a spreadsheet detailing the valuations as per the questions below.]

Location of Property			
Purpose - Please provide FL	JLL details of the purpose of the valuation	on (mortgage, Asset, SD etc)	
Details of the Property			
Date of Valuation	Valuation Amount	Actual Selling Price (If the property was sold subsequent to the Applicants valuation)	Valuation Variance (Where the property was sold subsequent to the Applicant carrying out the valuation; if the variation between the valuation and the selling price exceeded 15%, does the Applicant expect any difficulties to arise? If so, please provide details in comments below)
Valuer	Valuer's experience		
Comments			
Location of Property			
Purpose - Please provide FL	JLL details of the purpose of the valuation	on (mortgage, Asset, SD etc)	
Details of the Property			
Date of Valuation	Valuation Amount	Actual Selling Price (If the property was sold subsequent to the Applicants valuation)	Valuation Variance (Where the property was sold subsequent to the Applicant carrying out the valuation; if the variation between the valuation and the selling price exceeded 15%, does the Applicant expect any difficulties to arise? If so, please provide details in comments below)
Valuer	Valuer's experience		
Comments			



# Section 3: Business Broking Addendum Only complete Section 3 if; the Applicant requires their policy to include cover for any business broking activity 3.1 a) Businesses broked in the last 12 months SAV Component Goodwill Freehold Other Total Component Component Average Sale Price Largest Sale Price 3.1 b) Please provide FULL details of the largest business broked during the last 12 months. 3.2 Does the Applicant specialise in broking a particular type of business? If yes; Please furnish details of types of Section 4.2 Does the Applicant specialise in broking a particular type of business? ☐ No businesses broked in which you specialise 3.3 When acting on behalf of the Vendor of a business does and has the Applicant always recommend in writing ☐ Yes □ No to the prospective purchaser(s) of such business that they carry out their own due diligence or secure their own, independent valuation(s)? If no; Please provide a copy of any warranties and/or disclaimers used by the Applicant to protect their interests in relation to the sale of the business

### Part C: Declaration

This Part of the Professional Indemnity Proposal Form requires the Applicant to declare that the Proposal Form has been completed by answering all of the required questions in full and in accordance with the Applicants Duty of Disclosure. The Applicant must ensure that they have read and understood the Duty of Disclosure and if neccessary revise the answers in the Proposal Form; then read, sign and date the declaration below.

#### Declaration

I/We hereby declare that:

- > I/We are authorised by each of the Applicants to complete and sign this Proposal Form.
- > I/We have read and understood the Important Information set out on page 1 of this Proposal Form including the Duty of Disclosure.
- > I/We have made detailed enquiries in order to comply with the Duty of Disclosure and the statements and information contained in the Proposal Form are true, correct and complete.
- > No material information or facts have been withheld or misstated in the Proposal Form.
- > I/We understand that the duty to disclose continues after I/We have completed this Proposal Form and signed this declaration until I/We have received written acceptance of the risk from the Insurer. This includes the duty to disclose any alterations to the information and statements provided in the Proposal Form prior to the inception date of the policy.
- > I/We understand that until the Insurer confirms acceptance of the risk, no insurance is in force.
- > I/We have read the privacy statement set out below and I/We agree that information about this insurance may be collected, used and disclosed as described in that statement. Where I/We have provided information about an individual such as an employee on this proposal form, I/ We have advised the individual of the fact and provided a copy of the privacy statement to the individual.

Signature	Name
Date	Position Held
Signature	Name
Date	Position Held

### Privacy Statement

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.

For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, you can access a copy of our Privacy Policy on our website www.coverforce.com.au or alternatively contact our Privacy Officer on 02 9376 7888.

