

## PROFESSIONAL INDEMNITY PROPOSAL FORM

- This Proposal Form is for Insureds who have an expiring policy through Sterling Insurance.
- Completion of this Proposal Form is required so we can arrange coverage for a further 12 months.
- All attached documents form part of this Proposal.

Date of Last Proposal:		____ / ____ / 20____			
Name of Insured/s: (Please include <u>all</u> Insured names)					
Period of Insurance:	From:	____ / ____ / 20____ at 4 p.m. local standard time	To:	____ / ____ / 20____ at 4 p.m. local standard time	
Limit of Indemnity:	\$				
Annual Gross Fee Income	Last Financial Year (Actual)		\$		
	Current Financial Year (Estimate)		\$		
For the Last Financial Year, please provide a split of your annual gross fee income by State/etc.:					
VIC	%	NSW	%	ACT	%
QLD	%	TAS	%		
SA	%	NT	%	WA	%
Overseas	%	<b>Total</b>	<b>%</b>		
For work performed Overseas, please list the countries and advise specific professional activities undertaken:					
Are there any changes required to this expiring insurance coverage?					YES / NO
Are there any changes to the number of Principals/Directors/Qualified Staff since the last proposal?					YES / NO
Have there been any changes to your business or professional activities over the past 12 months &/or do you expect any changes in the next 12 months?					YES / NO
Further to the Claims Experience you gave last year, are there any additional claims and/or changes to the claims details after making appropriate enquiries?					YES / NO
If "YES" to any of the above questions, <u>please attach &amp; advise</u> the full details of the specific changes.					

**DECLARATION:**

I/We

a) declare that:

- i. I/we have read and understood the clauses detailed under the Important Notices section at the back of this Proposal;
- ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
- iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
- iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct.

b) authorise the Underwriters to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy.

d) acknowledge that the underwriters & their agents reserve the right to decline this Proposal.

Proposer's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## IMPORTANT NOTICES

### Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

### Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

### We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

### Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

### Reasonable Care

You must take reasonable precautions to prevent injury and/or damage to third party property, prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

### Privacy Notice

We are bound by the Privacy Act and its associated National Privacy Principles when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

### Claims Made Notice

The Professional Indemnity is a 'claims made' cover. This means that the policy covers you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

This extension does not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance provided by the policy.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the underwriter:

- of the 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, and
- before the expiry of the period of insurance.

It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the period of insurance.

#### **Retroactive Liability**

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

#### **Other Parties' Interest**

Unless your policy document provides otherwise, all contracts of insurance only cover the interest in the property of the Named Insured and does not extend to cover the interest of any Third Party in such property.

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#### **Sterling Insurance Pty Limited**

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