



## **Editors & Technical Writers**

### **Professional Indemnity and Public Liability Insurance**

Proposal Form 2016 - 2017

Please return completed proposal form to:

**Aon Risk Services Australia Limited**

ABN 17 000 434 720

Levels 1, 130 George Street, Parramatta, NSW, 2124

PO BOX 1331, Parramatta, NSW, 2124

Phone (02) 8623 4000 or 1800 020 339

Fax (02) 9891 6164

# Notice to the Proposed Insured

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4, 5 and 6 be brought to your attention before you complete this proposal form.

## Important Notices

**As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.**

### General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording.

### Binder

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

### Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Clth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

### Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

### Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles

and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses.

Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

### Financial Services Guide

Please take the time to read our Financial Services Guide (enclosed) carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

### Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

### Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

### Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under or in relation to the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

### Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice provided to you or available at [www.aon.com.au](http://www.aon.com.au). In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at [www.aon.com.au](http://www.aon.com.au) or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: [privacyofficer@eon.com.au](mailto:privacyofficer@eon.com.au)

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

### Claims Made

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

### Retroactive Date

The policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after the retroactive date. For example, if you have a retroactive date of 1 July 2013, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

### Occurrence Basis

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis. This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

### Subrogation and non-admission

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

# Editors & Technical Writers Centre Proposal form

2016 - 2017

## Professional Indemnity Insurance and Public Liability Insurance

Please complete and return this proposal form to Aon Risk Services Australia Ltd, PO Box 1331 Parramatta NSW 2124. Alternatively, the completed form can be faxed to (02) 9891 6164, or electronically submitted via email (clicking the "Send" button on the last page will automatically attach this form to an email).

### 1. Details of insured (referred to in the proposal)

Your name

Mr  Mrs  Miss  Ms

First name  Family name

Company name (includes pty ltd companies, partnerships and trading names)

  

Contact Person

Mr  Mrs  Miss  Ms

First name  Family name

### Primary Address

  

Suburb  State  Postcode

Phone   Fax

Email

2. ABN

### 3. Period of insurance

Please advise from what date you wish the policy to commence from:  /  /   
Date Month Year

### 4. Please provide a full description of your activities (If space insufficient, please provide details on a separate sheet.)

  
  

### 5. Details of Income. Please provide an estimate of total gross income for:

(a) Current financial year  \$

(b) Next financial year  \$

**6. Please state the approximate percentage of your activities (based on total gross income) applicable to each state, territory and overseas**

ACT	NSW	NT	QLD	SA	TAS	VIC	WA	O/Seas
%	%	%	%	%	%	%	%	%

**7. Do your activities extend outside the Commonwealth of Australia and New Zealand?**  Yes  No

*If Yes, please provide the following details.*

(a) In what proportion?

 %

(b) In which countries?

(c) Which of your activities?

**8. Are you currently insured?** *If Yes, please supply details below:*  Yes  No

Broker

Limit of Indemnity

Insurer

Expiry Date

**9. Limit of Indemnity** *(please tick the relevant box indicating limit of cover required)*

**(a) Professional Indemnity**

\$1,000,000     \$2,000,000     \$5,000,000

**(b) Broadform Liability (Public Liability)**

\$5,000,000     \$10,000,000     \$20,000,000

**10. Claims/circumstances**

(a) Have any claims ever been made against you, your predecessors in business or any of the present or past Partners or Directors?  Yes  No

(b) Are you aware, after enquiry, of any circumstances which may result in any claims against you, your predecessors in business or any of the present or past Partners or Directors?  Yes  No

(c) Has any insurer ever declined, cancelled or imposed special conditions in relation to liability insurance?  Yes  No

(d) Have you or any Partner/Director or staff member ever been subject to disciplinary proceedings for misconduct in a professional respect?  Yes  No

*(If you have answered Yes to any of the questions 10. (a), (b), (c) and/or (d) please provide details on the attached Claims Addendum).*

**11. Do you provide services/advice in relation to any of the following?**

(a) Finance, accounting or tax matters  Yes  No

(b) Investment advice  Yes  No

(b) Financial planning services  Yes  No

(c) Providing advice and/or services when acting in the capacity as an architect, engineer, surveyor, project manager, cost estimator or solicitor  Yes  No

## DECLARATION AND AGREEMENT

1. I/We acknowledge that I/We have read the **Notice to the Proposed Insured** included with this form, and understand those notice.
2. I/We acknowledge that if the proposal is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording.
3. I/We declare that the information contained in this proposal form is true and correct and that I/We have not suppressed nor misstated any facts.
4. I/We accept that this policy gives Aon permission to confirm to the IPEd that the insurance contract is current.
5. I/We accept that this proposal form can only be processed once ALL questions have been answered and the below declaration has been signed and dated. If the proposal form is incomplete, the form will be returned to me with no cover affected.

Signature of Principal/Director/Owner

Date signed

1. Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the *Aon Privacy Notice*. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the *Aon Privacy Notice*. Further information about our privacy practices can be located in the [Aon Australia Group Privacy Policy Statement](#), a copy of which can also be sent to you on request by your Aon representative. You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer through the means set out in the *Aon Privacy Notice*.
2. If you are disclosing personal or sensitive information about any other person to Aon, you confirm that you have obtained the consent of that person to disclose to Aon their personal or sensitive information and you have made them aware that Aon will or may disclose their information to third parties that are reasonably necessary to assist in the provision of the relevant services or products. If you have not obtained consent from this other person to disclose their personal or sensitive information to Aon, you will inform us before providing the relevant information to us.

By submitting this proposal form, you acknowledge that you have read the Aon Privacy Notice and agree that we can handle any personal information you have provided to us in the manner set out above

[  ] Unless you tick here, we or any of our group of companies may be in touch by any means (including email or SMS) at any time to let you know about goods, services or promotions that may be of interest to you.

# Claims addendum

If you have answered Yes to any of questions 10. (a), (b), (c) and/or (d) of this proposal form, please provide the following details in respect of each matter.

If more than one matter, copy this form as required before proceeding further.

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this addendum.

Year of notification:

Name of insurer (if any):

Name of claimant:

Nature of problem:


Amount paid or estimated  \$

Potential total liability  \$

Is matter finalised or outstanding?

**If possible, please provide a claims report from the insurer that is handling this claim.**

## Declaration

I/We confirm that the information provided above is true and correct.

Name of Practice

Signature of Principal/Director/Proprietor

Date signed