

Claims and Circumstances

4. Please answer the following questions after enquiry within your organisation.

- a) During the past 10 years has any Claim been made, or has negligence been alleged, against any entity or individual to be insured by this insurance (including any prior corporate entity and any of the present or former Principals), or have any circumstances which may give rise to a claim against any of these been notified to insurers?

No Yes Please give details

Year Notified	Insured With	Claimant	Nature of Problem	Amount Paid and/or Outstanding

- b) Are there any circumstances not already notified to insurers which may give rise to a Claim against any entity or individual to be insured by this insurance (including any prior corporate entity and any of the present or former Principals).

No Yes Please give details

Name of Practice and Principal	Claimant	Nature of Problem	Estimate

- (c) Has any individual to be insured by this insurance ever been subject to disciplinary proceedings for professional misconduct?

No Yes Please give details

Year Notified	Insured With	Claimant	Nature of Problem	Amount Paid and/or Outstanding

Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this Proposal form and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I/we shall give immediately notice thereof.

I/We authorise CGU Professional Risks Insurance, a division of CGU Insurance Limited, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way we handle your personal information".

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I/we complete this Proposal form on their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

Signature

Date

 / /

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered. If in doubt, please contact your insurance broker since non-disclosure may affect an Insured's right of recovery under the policy or lead to it being voided.

Intermediary:
MARSHALL INSURANCE BROKERS PTY LTD ABN 65 108 329 068
 532-534 Elizabeth Street, Melbourne VIC 3000
 PO Box 1243, ABeckett 8006
 Ph: 03 9340 1302 Fax: 03 9340 1350

Insurer:
CGU INSURANCE LIMITED ABN 27 004 478 371
 485 La Trobe Street, Melbourne VIC 3000
 Ph: 03 9601 8700 Fax: 03 9602 5255



An Important Notice to the Applicant 'Claims Made' Contracts of Insurance

Please read and retain in your file

The proposed insurance is issued on a 'claims made' basis.

This means that the policy responds to:-

1. claims first made against the insured during the policy period and notified to CGU Professional Risks Insurance during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured's position that a claim may be made against the insured; and
2. 'claims circumstances' notified pursuant to Section 40 (3) of the *Insurance Contracts Act* which states:

'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'.

After policy expiry, no new claims can be made on the expired policy even though the event giving rise to the claim may have occurred during the policy period.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us 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 us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, i.e. until the date we receive instructions to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Professional Risks Insurance shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

Northern Regional Office

388 George Street Sydney NSW 2000
PO Box H90 Australia Square Sydney NSW 1215
Tel. (02) 8224 4655 Fax (02) 8224 4030

Queensland Branch

Level 12 189 Grey Street South Bank QLD 4101
PO Box 1495 Milton QLD 4064
Tel. (07) 3135 1566 Fax (07) 3135 1564

South Australia Branch

Level 8 80 Flinders Street Adelaide SA 5000
GPO Box 9902 Adelaide SA 5001 DX 394 Adelaide
Tel. (08) 8425 6650 Fax (08) 8425 6592

Southern Regional Office

Level 4 CGU Centre 485 La Trobe Street Melbourne VIC 3000
GPO Box 4609 Melbourne VIC 3001 DX 38206 Flagstaff
Tel. (03) 9601 8700 Fax (03) 9602 5255

Western Australia Branch

Level 4 The Insurance Centre 46 Colin Street West Perth WA 6005
PO Box 7018 Cloisters Square Perth WA 6850 DX 199 Perth
Tel. (08) 9254 3750 Fax (08) 9254 3751

CGU Professional Risks Insurance A Division of CGU Insurance Limited ABN 27 004 478 371