

# Proposal Form

## Professional Indemnity & Public Liability

### Insurance for Swimming Pool Inspectors

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's



#### IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM.

This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number.

It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal.

Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

#### Claims Made Policy (applies to Professional Indemnity only)

This proposal is for a "claims made" policy of insurance. This means that the policy indemnifies You for claims made against You and notified to the Insurers during the period of insurance. The policy does not provide indemnity in relation to:

- Claims arising from facts or circumstances that occurred prior to the retroactive date of the policy (if such a date is specified);
- Claims made, threatened or intimated against You prior to the commencement of the period of insurance;
- Claims made against You after expiry of the period of insurance even though the facts or circumstances giving rise to the claim may have occurred during the insurance;
- Claims arising from facts or circumstance noted on the proposal form for the current period of insurance or on any previous proposal form;
- Claims arising from facts or circumstances of which You first became aware prior to the commencement of the period of Insurance, and which You knew or ought reasonably to have known had the potential to give rise to a claim under this Policy.

#### Your Duty of Disclosure

Before You enter into an insurance policy, it is Your duty to disclose every matter that You know, or could reasonably be expected to know, to be relevant to the Insurer's decision whether to give You insurance cover and, if so, on what terms.

#### Consequences of Non-Disclosure or Misrepresentation

If You breach Your duty of disclosure; the Insurer(s) may be able to refuse to pay a claim or to cancel Your policy. The same applies where You have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the Insurer(s) may be able to 'avoid' Your policy. This means that the Insurer(s) can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect Your ability to obtain other insurance in the future.

If You are unsure whether some information may be disclosable or not we suggest You call Your insurance broker and seek guidance.

#### Privacy

We are committed to protecting Your privacy. We only use the personal information You provide to us to quote on and insure this risk. We only provide Your personal information to our Insurer(s) and Reinsurers (and their representatives) and those we appoint to assist us with claims under Your policy (ies). We do not trade, rent or sell Your information. Some or all of the Insurer(s) and Reinsurers may be overseas.

If You don't provide us with complete information, we cannot properly quote for Your insurance and we cannot insure You. You can check the information we hold about You at any time. For more information about our Privacy Policy, ask us for a copy. Copies of the Proposal Form should be retained for Your own records.

#### Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

#### Your Legal Liability

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

#### Waiver of Rights

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

Broker

Contact Name

Phone

Fax

Email

## Important Notice Relating To This Proposal

### PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM.

When completing this Proposal Form...

- Please answer all questions giving full and complete answers  
It is your duty to provide all information that is requested in the proposal form as well as to add additional relevant facts.  
A relevant fact is such known fact and/or circumstance that may influence in the evaluation of the risk by the Insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your Broker or Insurer.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question
- The Proposal Form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting insurance for the firm.

This proposal form does NOT BIND the Proposer to complete the insurance but will form part of any Insurance

## Insured Details

Full Name of Insured(s)	<input type="text"/>		
Trading Name(s) if applicable	<input type="text"/>		
ABN Number	<input type="text"/>		
Location	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Postal Address	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Contact Name	<input type="text"/>		
Phone Number	Fax	Mobile	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	<input type="text"/>		
Web Address	<input type="text"/>		

## Business Details

Please Note cover provided is as per the Activities Detailed below:

**Professional activities of Swimming Pool Fence Inspections including Pool Safety Inspections**

## Limit of Indemnity

The Liability package provides cover for:

- |                        |                          |  |
|------------------------|--------------------------|--|
| Professional Indemnity | <input type="checkbox"/> | \$1,000,000 any one claim and in the aggregate |
|                        | <input type="checkbox"/> | \$2,000,000 any one claim and in the aggregate |
|                        | <input type="checkbox"/> | \$5,000,000 any one claim and in the aggregate |
| Public Liability       | <input type="checkbox"/> | \$5,000,000                                    |
|                        | <input type="checkbox"/> | \$10,000,000                                   |

## General Information

State of Registration  Date your business was Established

Are you a member of any Association? If Yes, which Association/s?  yes  no

Do you or any Principal, Partner, Director or employee, engage in or have any interest in any firm engaged in Investment advice? yes  no

If you answered Yes please provide full details of your engagement &/or interest

Do you have any Professional Indemnity Insurance Cover currently in place? yes  no

If YES, please state

Name of the Insurer  Expiry Date

Sum Insured \$  Excess \$  Premium \$

## Income Details

Please provide a breakdown of your gross fees/income by Professional Business for the last financial year and the current financial year by stating the whole amounts in Australian Dollar (\$):

Professional Fees Earned From	Last Financial Year's Actual Gross Fees (Annual)	Next Financial Year's Estimated Gross Fees (Annual)
1. Activities (as per Business Description)	\$ <input type="text"/>	\$ <input type="text"/>
2. Other (please detail below)	\$ <input type="text"/>	\$ <input type="text"/>
<b>Total</b>	\$ <input type="text"/>	\$ <input type="text"/>

Other Business Activities

## Employee Information

Total Number of Employees (including Directors)

Please provide the following details for each of the Insured's principals, partners or directors

Name	Age	Qualifications	Date Qualified	No. Years of this Practise
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Stamp Duty Split

For the purpose of calculating Stamp Duty please confirm the location of the Company's staff numbers as follows:

NSW  VIC  QLD  SA  WA  TAS  ACT  NT  Overseas

## Claims Information / Circumstances

Have any Claim(s) been made against the Company in the last 5 years? *If YES, please provide full details*

yes  no

Is the Proposer aware, after enquiry of any Circumstance(s) or Incident(s), which may give rise to a Claim? *If YES, please provide further details*

yes  no

Date that claim was first made or date You first became aware of the matter, occurrence or circumstance

Name of claimant or potential claimant

Amount of loss or estimate of maximum possible loss

What is the current position?

<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Please provide a brief description of any claim, matter, occurrence or circumstance You have listed above.

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## Declaration By The Applicant

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The person signing this declares that the statement and particulars in this proposal form are true and that no material facts have been misstated or suppressed after enquiry. The person signing this agrees that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the person signing this will give immediate notice thereof. The person signing this agrees that the Underwriters may use and disclose our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. The person signing this agrees that this proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon. The person signing this acknowledges that the following important notices relating to this proposal have been read and understood. Should you have any questions or queries about these notices please contact ASR Underwriting Agencies Pty Ltd.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

<b>SIGNATURE</b>	<input type="text"/>	Dated	<input type="text"/>
	<b>NAME</b>	<input type="text"/>	Position

IT IS IMPORTANT THE PERSON SIGNING THIS DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT PLEASE CONTACT GOLD COAST INSURANCE SERVICES PTY LTD SINCE NON-DISCLOSURE MAY AFFECT YOUR RIGHT OF RECOVERY UNDER THE POLICY.

ASR Underwriting Agencies Pty Ltd recommends that you keep a record of all information supplied for the purpose of entering into insurance contact (including copies of this Proposal Form and correspondence).

### WHO TO CONTACT

ASR Underwriting Agencies Pty Ltd  
PO Box 302  
Beenleigh Qld 4207

Phone 07 3442 3333

## Important Notices

Your Professional Indemnity Insurance Policy is issued on a **CLAIMS MADE** basis.

This means that this policy responds to:

- (1) Claims first made against you during the policy period and notified to the Insurer during that policy period, providing 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 you; and
- (2) Pursuant to Section 40, sub-section 3 of the INSURANCE CONTRACT ACT 1984 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"

When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to a 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 arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you.

In accordance with the provisions of the INSURANCE CONTRACT ACT 1984, the Insurer is required to advise you of your responsibilities in relation to the disclosure of relevant information.

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the INSURANCE CONTRACT 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 the insurance and, if so, upon 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 his business, ought to know;
- As to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after the proposal form has been completed up until the time the policy is entered into.)

### Non – Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their 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. It is therefore vital that you make sufficient enquiries BEFORE you complete your proposal form and BEFORE you sign any declaration that there has been no change in the information proposed.

Please take notice of the following statements pursuant to the provisions of the INSURANCE CONTRACT ACT 1984.

### Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

### Notice of Occurrences or Events

If during the period of this policy, the Insured shall become aware of any occurrence which may give rise to a Claim under the policy and shall, during the period of this insurance, give written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

### Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

### Privacy Statement

The Insurer is bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendments (Private Sector) Act 2000 regarding the collection, use, disclosure and handling of personal information. The Insurer will protect the privacy of your personal information.

The Insurer will use the information you provide in this Proposal Form (including any supplementary documentation) to consider your application for insurance, to determine policy terms, to assess a claim, etc.

We may disclose your personal information to third parties who we believe are necessary to assist us. These third parties will only use your personal information for the purposes we provided it to them (or if required by law). The Insurer may also be required to disclose your personal information to others for the purposes of public safety and/or law enforcement.

If you provide us with personal information about other individuals you must ensure that you obtain consent from those individuals to disclose that information to us.

You are entitled to access your personal information and request any correction if required.

### Who is the insurer

Certain Underwriters at Lloyds