



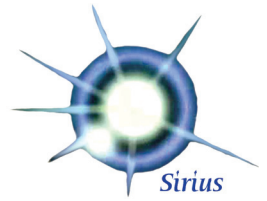
Wymark Sirius Insurance Brokers Pty Ltd

ABN: 11 010 863 966 AFS: 238769

4th Floor, 12 Short Street, Southport | Postal PO Box 2310 Southport Qld 4215

Phone 07 5591 1277 | 1300 651 528 | Fax 07 5532 9446

www.wysir.com.au info@wysir.com.au



Professional Indemnity & General Liability Insurance Proposal

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 or
- 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

Claims Made and Notified Policy

This is only applicable to covers for Professional Indemnity and Statutory Liability.

This proposal is for a 'claims made' Policy. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to;

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy 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 the possibility of which was intimated in any way prior to the commencement of the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims rising 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.

For the purposes of this Policy, a claim means:

- A writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice for compensation;
- A written assertion of a right to or a demand for compensation
- A notice requiring an Insured Person to attend for examination at an Official Inquiry

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

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer 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 insurer,

- 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.

Waiver, Surrender of Rights, Contribution or Indemnity

We will not compensate you for any loss or damage that is covered by this Policy where;

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

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.

Important Notice: Notable Exclusions (see policy wording for full details and full list of exclusions)

Please note, this Policy will not cover you for any liability arising from:

- works that are carried out by any person who does not hold a tradesperson's licence, when the works being carried out require a tradesperson's licence.
- You acting as an authorised representative for general insurance products or providing any service relating to the sale of insurance product



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PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES

Details of the Insured

Insured Name:					
Name of Complex/Resort:					
Tax Registered Business:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	ABN No:		Input Tax Credit: <input type="text"/> %
Situation Address:					Postcode: <input type="text"/>
Postal Address:					Postcode: <input type="text"/>
Contact Details:	Contact name: _____ Ph: _____ Fax: _____ E-Mail: _____				

1. Are you currently insured for: Professional Indemnity insurance? Yes No
: General Liability insurance? Yes No

2. Details of Residential Unit Manager

Name	Qualifications	Years acting as RUM

3. Are you a member of any professional association? Yes No

If Yes, please provide association's name : _____

4. Please advise the total number of units/lots in the complex: _____

Number of residential units/lots in letting pool: _____

Number of Commercial units/lots or premises, e.g. cafe, shops etc. in letting pool: _____

5. Please state your estimated gross fees for the next twelve (12) months \$ _____

6. Does the complex you manage provide any of the following?:

Tennis Courts Spas Pools Gym Child minding facilities Watercraft berths Other

8. Please state limit of indemnity required:

Professional Indemnity: \$1,000,000 \$2,000,000 \$5,000,000

General Liability: \$10,000,000 \$20,000,000

9. In the last 5 years, have you either alone or jointly with others ever:
- a) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected or special conditions or excess imposed by any insurer? Yes No
 - b) Claimed on any insurance for loss or damage or suffered any loss or damage which would be insured by this proposed insurance? Yes No
 - c) Been charged with or convicted of any criminal offence (excluding traffic offences?) Yes No
 - d) Been subject to disciplinary proceedings for professional misconduct? Yes No
 - e) Had any claims for negligence or breach of professional duty brought against the Practice or any of its predecessors in business or any prior Practice or any of its present or former Partners, Principals or Directors, or have circumstances been notified to Insurers that might give rise to a claim? Yes No
10. Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership)? Yes No
11. Are any of the Partners, Principals or Directors, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior Practice or any of its present or former Partners, Principals or Directors the matter of which is not referred to above? Yes No
12. Have you or any Partner, Principal or Director of the Practice ever been subject to disciplinary proceedings for professional misconduct? Yes No
13. Does the nature or type of the professional services now undertaken by you differ in any respect from the nature or type of services provided at any time in the past by you or on your behalf? Yes No

If 'Yes' to any of the previous questions, please provide full details (on a separate sheet if required). For claims or uninsured losses, please detail the total cost of the claim, date of loss, how the loss occurred, the name of the Insurer and the policy number.

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Declaration

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This declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/We declare that:

- (i) the answers and information given by me/us in this proposal are true and correct in all respects and that no information has been withheld which would affect our decision about accepting this insurance and
- (ii) where answers in this Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct
- (iii) I/we have read and understood the clauses detailed under the Important Notices section at the front of this proposal
- (iv) if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required
- (v) I/we authorise the insurer 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
- (vi) I/we understand that if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Insurance Policy wording
- (vii) I/we further acknowledge that Sirius and/or the insurer, their agents or employees reserve the right to decline this proposal.

Proposer's Signature: _____ Date: _____ / _____ / _____

Proposer's Title: _____