

ABORIGINAL AND TORRES STRAIT ISLANDER ORGANISATIONS Association Liability Proposal Form

AIB
Australia

AIB AUSTRALIA

PARTICIPATING BROKERAGE

Participating Brokerage:	<input type="text"/>		
Account Exec:	<input type="text"/>		
Phone:	<input type="text"/>	AFSL No:	<input type="text"/>
Email:	<input type="text"/>		

IMPORTANT FACTS: *Please read these notes before completing the proposal*

Your duty of Disclosure:	<p>Before you enter into a contract of general insurance with an insurer, you have a duty under the INSURANCE CONTRACTS 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 on whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or re- instate a contract of general insurance.</p> <p>Your duty however does not require disclosure of any matter:</p> <ul style="list-style-type: none"> • That diminish the risk to be undertaken by the insurer; • That is of common knowledge; • That your insurer knows of, or in the ordinary course of business ought to know ; • As to which compliance with your duty is waived by the insurer.
Non-Disclosure:	<p>If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure, or disclosure, is fraudulent the insurer may also have the option of avoiding the contract from its commencement.</p>
Subrogation Rights:	<p>If you have entered into an agreement which excludes or limits your right to recover part or all of any loss or damage from another party, we will not cover you for that loss or damage under the policy.</p>
Third Party Interests:	<p>You must inform us of the interests of all third parties (e.g. financiers, lessors) to be covered by this insurance. We will protect their interests only if you have informed us of them and they are noted on the Schedule.</p>
Privacy Policy:	<p>AIB Insurance Brokers complies with the Federal Privacy Act and its National Privacy Principles (NPPs), which set out standards for the collection, use, disclosure and handling of personal information. For further information relating to our NPPs please refer to http://www.aibinsurance.com.au/privacy.htm</p>

AIB Insurance Brokers – 78 Primary School Court, Maroochydore QLD 4558
Phone 07 5409 4600

- Please answer all questions. Blanks or dashes, or answers 'known to underwriters or brokers' or 'N/A' are unacceptable & will delay consideration of this proposal.
- If there is insufficient room to complete a question, please attach a signed & dated addendum.
- Any documents attached to the proposal form are part of this proposal.
- Where appropriate, please place a "X" in the 'Yes' or "No" box which best indicates your reply.

YOUR DETAILS

1. Full legal name of the Association and any controlled subsidiaries

Full name of Organisation:

Date Business Established:

A.B.N.:

Phone:

Email:

2. Are you registered for GST purposes?

Yes No

3. (a) Principal address:

Street:

Town:

State:

Post Code:

(b) Postal Address (if different from above)

Street:

Town:

State:

Post Code:

(c) Key Contacts

Position:

Chairperson / CEO

Accountant

Contact Person

Name:

Phone:

BUSINESS ACTIVITIES

4. Full description of the operations and activities (all activities to be insured should be disclosed, not just the main activity)

BUSINESS ACTIVITIES (CONT)

5. Please specify your business activities as a % of your gross turnover contained in your most recent year-end financial statements:

Administration or allocation of government funding where such funds were, are or will be allocated to any entity or project in which the proposed Insured does not hold (at the time of the act, error or omission in the allocation of government funding) a direct or indirect financial interest.	<input type="text"/>	%
<i>(Please note the % of activities should include the total of such government funds to be allocated)</i>		
Advocacy services in respect of Indigenous affairs	<input type="text"/>	%
Aged care services (nursing home)	<input type="text"/>	%
Aged care services (retirement village or independent living units or hostels or at home care)	<input type="text"/>	%
Anthropological research	<input type="text"/>	%
Childcare Services (not including foster care or out of home care) ***	<input type="text"/>	%
Community Health Services (excluding medical clinics, excluding midwifery services, including allied health care services)	<input type="text"/>	%
Conference / event management services	<input type="text"/>	%
Construction, fabrication, erection or any form of civil contracting ***	<input type="text"/>	%
Counselling / psychology services	<input type="text"/>	%
Disability support services	<input type="text"/>	%
Education services (including education on cultural matters) – where there is no practical/physical component to such education services	<input type="text"/>	%
Education services (including education on cultural matters) – which includes a practical/physical component to such education services	<input type="text"/>	%
Employment consultancy (including placement services in respect of Community Development Employment Programs)	<input type="text"/>	%
Environmental consultants	<input type="text"/>	%
Financial counsellors (excluding financial planning or investment advice)	<input type="text"/>	%
Financial planning / investment advice ***	<input type="text"/>	%
Foster care and/or out of home care services	<input type="text"/>	%
Land council advisory services to traditional owners in respect of the acquisition and management of land	<input type="text"/>	%
Legal advice / services	<input type="text"/>	%
Manufacture, sale or distribution of any products ***	<input type="text"/>	%
Medical / health / dental clinic (excluding midwifery services)	<input type="text"/>	%
Midwifery services	<input type="text"/>	%
Property Development ***	<input type="text"/>	%

Continued over next page

BUSINESS ACTIVITIES (CONT)

Property management services in respect of properties <u>not</u> owned by any proposed Insured	<input type="text"/>	%
Property management services in respect of properties owned by any proposed Insured ***	<input type="text"/>	%
Social worker services (not including foster care or out of home services)	<input type="text"/>	%
Tour operator	<input type="text"/>	%
Training services - where there is no practical / physical component to such training	<input type="text"/>	%
Training services - which includes a practical / physical component to such training	<input type="text"/>	%
Other – please specify: <input type="text"/>	<input type="text"/>	%

*** Please note this is an excluded activity under any Professional Indemnity cover

6. Are you stamp duty exempt?

Yes Please provide evidence of the exemption i.e. Exemption Certificate & the current Annual Qualifying Use Statement.

No Please provide below a percentage breakdown of your revenue for the last 12 months.

ACT % NSW % NT % QLD % SA % TAS % VIC % WA %

CLAIMS AND CIRCUMSTANCES

7. (a) At any time in the past, has any claim been made against the Association or any Office Bearers, Executive Staff, Sub-committee members, employees of the Association?

Yes No Please provide details.

(b) Are there any circumstances not already notified to insurers which may give rise to a claim against the Association or any Office Bearers, Executive Staff, Sub-committee members, employees of the Association?

Yes No Please provide details.

(c) If insurance similar to that now proposed had been, or were now in effect, would any claim which had been made, or which is now pending against the Association or any person proposed for insurance, have fallen within the scope of such insurance?

Yes No Please provide details.

(d) Is any person proposed for this insurance aware, after enquiry, of any circumstances or incident which he/she believes might give rise to any future claim that would fall within the scope of such insurance?

Yes No Please provide details.

CLAIMS AND CIRCUMSTANCES (CONT)

(e) Has there been, or is there now pending, any prosecution of the Association or its subsidiaries under the Corporations Law, Trade Practices Act, or any other statute?

Yes No Please provide details.

8. Has the Association or any person proposed for insurance had similar insurance cancelled or declined to renew, or had special terms imposed in relation to this type of insurance?

Yes No Please provide details.

INSURANCE DETAILS

9. (a) Amount of Total Sum Insured: (\$1M / \$2M / \$5M / \$10M or \$20M?)

(b) Amount of preferred excess

N.B. Your policy will be subject to a \$2,000 minimum excess

10. (a) If currently insured, list details of existing insurer:

(b) Your Current policy limit?

(c) Period of insurance

From

To

OPTIONAL EXTENSIONS

11. Do you require cover for any of the following Options?

Molestation Defence Costs (\$250,000)

Yes No

Consultants'/Contractors' Cover

Yes No

Crime Cover

Yes No

CRIME COVER

If crime cover is required, please complete the following questions:

12. Is there segregation of duties in place for the following activities so that no one staff member has sole control from commencement to completion, of any of the following tasks?

Signing cheques above \$5,000

Yes No

Refunding monies or return of goods above \$5,000

Yes No

Amending credit terms, disbursing loans (including loans to employees) or approved borrowings

Yes No

Opening new bank accounts

Yes No

Make payments (including cheque and electronic transfer) and reconcile bank statements/client & vendor accounts.

Yes No

CRIME COVER (CONT)

Funds transfer instructions may only be issued with the authority of two or more authorised employees

Yes No

If "No" to any of the above, please provide details of the alternative controls or procedures in place.

13. Does the Association have the following controls in place?

Access to all premises is security controlled.

Yes No

All premises are not occupied outside normal business hours.

Yes No

All premises are fitted with intruder alarms and such alarm systems connect with a central monitoring station.

Yes No

If "No" to any of the above, please provide details of the alternative controls or procedures in place.

DIRECTORS AND OFFICERS DETAILS

14. (a) Has any director or executive officer of the association been declared bankrupt or entered into a deed of assignment, composition or a scheme of arrangement with creditors?

Yes No Please provide details.

(b) Has any director or executive officer of the association been a director of an organisation placed in administration, a scheme of arrangement, receivership, liquidation or provisional liquidation?

Yes No Please provide details.

(c) Are any of your Directors or Executive officers, Board members of any organisations other than "Not for Profit" entities?

Yes No Please provide details.

Name of Company/Entity

Type of Business of that Company/Entity

FINANCIAL DETAILS

15. (a) Please provide most recent financial statements and/or reports (Balance Sheets, Profit & Loss Account and Cash Flow Statements and notes attaching thereto) for the past two financial years.

(b) Please provide the information set out below based on the Association's most recent consolidated financial statements.

	Last 12 months as at: <input type="text" value=" / /"/>	Previous 12 months as at <input type="text" value=" / /"/>
Total Wage-roll	<input type="text"/>	<input type="text"/>
Total Revenue	<input type="text"/>	<input type="text"/>
Net Profit after tax	<input type="text"/>	<input type="text"/>
Total Assets	<input type="text"/>	<input type="text"/>
Total Liabilities	<input type="text"/>	<input type="text"/>

16. Is there any subsequent information of a material nature not disclosed or reflected in the attached financial statements or financial information provided in answer to Question 12 above that could affect the financial position, capital structure of operation in the Association?

Yes No Please provide details.

EMPLOYMENT PRACTICES COVER

17. Please provide the following staffing details

	This year	Last year
(a) Total number of full-time (or equivalent) staff	<input type="text"/>	<input type="text"/>
(b) Total number of Part Time / Casual staff	<input type="text"/>	<input type="text"/>
(c) Total number of staff resignations	<input type="text"/>	<input type="text"/>
(d) Total number of employer-initiated terminations	<input type="text"/>	<input type="text"/>
(e) Total number of volunteers	<input type="text"/>	<input type="text"/>
(f) Total number of members	<input type="text"/>	<input type="text"/>

18. Please state the number of employees with salaries over \$50,000

19. Has the Employer had any office closures, consolidations, mergers or acquisitions in the past 2 years which resulted in terminations?

Yes No Please provide details.

20. Does the Employer anticipate any office closures, consolidations, mergers or acquisitions in the next 18 months which could result in terminations?

Yes No Please provide details.

EMPLOYMENT PRACTICES COVER (CONT)

21. Number of professional staff engaged:

Employed

Contractors

(a) Accountants

(b) Dentists

(c) Doctors & Surgeons

(d) Nurses (enrolled / registered)

(e) Medical/Allied health

(f) Midwives

(g) Solicitors

(h) Other

If 'Other' please specify:

Does the Proposer ensure that all medical practitioners who are employed or engaged by the organisation are members of a Medical Defence Union or the like and that they carry their own medical malpractice insurance?

Yes No

Please select the box which best indicates your reply.

22. Does the Association:

Use employment application forms during the hiring process?

Yes No

Complete reference checks of incoming employees and contractors?

Yes No

Have an employment handbook to distribute to all employees?

Yes No

Have written policies in place regarding equal opportunity?

Yes No

Have written policies in place regarding Anti-Sexual Harassment?

Yes No

Have written policies in place regarding Discrimination?

Yes No

Have written policies in place regarding legal procedures to be followed before termination of employment?

Yes No

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 nor 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 immediate notice thereof.
- I/We authorize the Insurer to collect or disclose any personal information relating to this insurance to or 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.
- I/We also confirm that the undersigned 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. I/We complete this Proposal form on their behalf, after enquiry has been made of all directors and senior staff.

To be signed by the Chairman / President / Managing Partner / Principal of the Association

Name (please print):

Signature:

Date:

Name (please print):

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.

An Important Notice to the Applicant

'Claims Made' Contracts of Insurance

This means that the policy responds to:-

- 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
- '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.

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.