



Management and Business Consultants

Professional Indemnity, Public Liability,
Management Liability,
and Office Package Insurances

Please return completed proposal form to your nearest Aon office (back page of proposal)

Aon Risk Services Australia Limited
ABN 17 000 434 720

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.

1. Disclosure of relevant facts

Your duty of disclosure

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, that is relevant to the Insurer's decision 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 reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the Insurer
- that is a common knowledge
- that your Insurer knows or, in the ordinary course of its business, ought to know
- as to which compliance with your duty is waived by the Insurer.

Non-disclosure

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 is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the Insurer's consideration of your proposal.

2. Claims made and notified policy

This proposal is for a "claims made and notified" policy of insurance. This means that the policy covers you for claims made against you and notified to the Insurer during the period of cover. This policy does not provide cover in relation to:

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

However, 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 cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of Run-Off cover is essential.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. Broker acting as agent of insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurer and the broker will be effecting the contract as agent of the Insurer and not the Insured.

4. Claims notification

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your Insurer on your behalf. If you become aware of a claim or of circumstances and you do not notify them during the policy period, you could be left uninsured or facing a reduced payout from your Insurer in respect of that claim or any future related claim.

5. Average provision

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the Insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

6. Subrogation agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the Insurer will not cover you under the policy for any such loss or damage.

Aon's privacy statement

Aon has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

If you would like a copy of our Privacy policy, or wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon contact or access our website – www.aon.com.au.

Summary of Policies

Professional Indemnity Insurance

This insurance provides cover for claims made against you alleging breach of professional duty in the conduct of your business by reason of a negligent act, error or omission.

Public Liability Insurance

This insurance will pay for compensation for which you are legally liable to pay following personal injury or property damage of or to a third party from an accident occurring during the operation of your business.

This is a separate policy to the Professional Indemnity Insurance and therefore attracts a separate premium.

Management Liability Insurance

This insurance compensates directors and officers for loss, including legal costs, where they have committed a 'wrongful act' in their capacity as managers of the corporate entity.

A wrongful act is usually defined as an error, mis-statement, misleading statement, conduct, omission, neglect or breach of duty.

This insurance is a personal cover for directors and officers. The only indemnity available to the corporation is for its obligations to reimburse its directors and officers.

This is a separate policy to the Professional Indemnity Insurance and the Public Liability Insurance and therefore attracts a separate premium.

Employment Practices Liability protects the insured organisation, its directors, officers and employees if a claim is brought by or on behalf of a current, prospective or past employee for a broad range of allegations, such as:

- wrongful dismissal, discharge, or termination of employment
- breach of any oral or written employment contract or quasi-employment contract
- employment-related mis-representation
- violation of employment discrimination laws (including workplace harassment)
- wrongful failure to employ or promote
- wrongful deprivation of a career opportunity
- negligent evaluation
- invasion of privacy
- employment-related defamation
- employment-related wrongful infliction of emotional distress

This is a separate policy to the Professional Indemnity Insurance, the Public Liability Insurance and the Directors and Officers Liability Insurance and therefore attracts a separate premium.

Office Package

This insurance is designed to cover the following risks

- Fire including Accidental Damage and Theft
- Business Interruption
- Theft of Contents
- Money
- Glass
- General Property away from premises – Fire, Perils and Accidental Damage

This is not a conclusive summary of the policies mentioned. Reference should be made at all times to the limitations, extensions, conditions, terms and exclusions of the relevant policy wording.

Management and Business Consultants

Proposal form

Professional Indemnity, Public Liability, Management Liability and Office Package Insurances

Please complete and return this proposal form to the Aon office in your state. (Refer to the back page.)
If you are faxing your proposal form, please do not send the original.

1. Details of insured

Name of **all** entities to be covered by this policy (*referred to in this proposal form as 'you' and 'your'*)
(If space provided is insufficient, please give full details on a separate addendum.)

Note: The Policy requires you to give particulars of any change in name of the company or change in directors during the currency period. Any change in proprietorship or in a partnership structure during the currency of the policy could create a new legal entity which is not a part of the policy.

Contact person

Mr Mrs Ms Miss

First name Family name

Physical Address

Suburb State Postcode

Phone Fax

Email

Web address

Postal Address

Suburb State Postcode

2. ABN

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

4. Staff numbers

(a) Partners / Principals / Directors

(b) Other qualified staff

(c) Administrative / clerical staff

(d) Other (please provide full details on a separate sheet)

TOTAL STAFF

5. (a) Details of Partners/Directors

Names of all Partners/Directors	Professional qualifications	Year qualified	Period practising as Partner/Director	
			This firm	Previous firm

(b) Are you and/or any partner/director a member of any associations?

Yes No

If Yes, please provide details

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

(a) Current financial year

(b) Next financial year

7. 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
%	%	%	%	%	%	%	%	%

8. Please state the approximate percentage of income for each of the following activities:

(a) Change management	%
(b) Strategic and business planning	%
(c) Organisational structure and staffing	%
(d) Workflow systems and procedures	%
(e) Training in 'non-manual' labour	%
(f) Logistics	%
(g) IT activities	%
(h) Recruitment services	%
(i) Other - please provide a full description on a separate addendum	%
	100 %

9. Do you provide services in the following areas:

(a) Information Technology Systems – implementation and/or project management?

Yes No

If Yes, please state percentage of your income derived from this area of activity

(b) Advice on mergers and acquisitions?

Yes No

If Yes, please state percentage of your income derived from this area of activity

(c) Commercialisation activities?

Yes No

If Yes, please state percentage of your income derived from this area of activity

(d) Investment Advice?

Yes No

If Yes, please state percentage of your income derived from this area of activity

(e) Recruitment services – Do you employ medical professionals?

Yes No

If Yes, please state percentage of your income derived from this area of activity

(f) Recruitment services – Do you require cover for placed personnel?

Yes No

If Yes, please provide full details of the activities of the placed personnel along with the percentage and income derived from each activity

(If you have answered Yes to any of questions 9. (a), (b), (c), (d), (e) and/or (f) please provide full details on a separate sheet, including a clear description of activities and services provided.)

10. 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?

(d) state the method of handling these activities

11. Past Activities

(a) Have you undertaken in the past any activities not already described in question 3.? Yes No

If Yes, please describe those activities

(b) Some of these past activities may not be covered automatically.

Do you wish us to investigate availability of cover for these past activities? Yes No

12. Management Liability Insurance - Optional Extension

Do you require a quotation for Management Liability insurance? Yes No

If Yes, please state:

(a) Current assets \$

(b) Current liabilities \$

(c) Total assets (excluding intangibles, i.e. goodwill) \$

(d) Total liabilities \$

(e) Net assets \$

13. Does the corporation or any of its subsidiaries act as a manager of any fund or property for or on behalf of any third party?

Yes No

If Yes, please provide details on a separate sheet.

14. Please state the annual percentage of staff turnover for the last three years

%

15. Did the employer initiate any termination(s) within the last two years?

Yes No

(If Yes, please provide full details on a separate sheet including the reason for the termination(s) and the number of full-time and part-time employees terminated.)

16. Does the corporation require fidelity cover?

Yes No

Does the Corporation and its subsidiaries:

(a) segregate duties so that no one person can request or authorise (i) expenditure or (ii) refund monies or (iii) refund goods? Yes No

(b) segregate duties so that no one person can make payments and reconcile bank statements? Yes No

(c) segregate duties and system passwords so that no one person can request and authorise the release of electronic funds transfers in respect of the same transaction? Yes No

(d) require all cheque requisitions and fund transfers over \$5,000 to be counter signed? Yes No

15. Office Package Cover - Optional Extension

Do you require a quotation for Office Package insurance? Yes No

(f Yes, please complete the attached Office Package Addendum)

16. Are you currently insured? If Yes, please supply details below:

Yes No

Broker

Limit of Indemnity \$

Insurer

Expiry Date



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

(a) Professional Indemnity

\$1,000,000 \$2,000,000 \$3,000,000 \$4,000,000

\$5,000,000 \$10,000,000 Other

Please indicate limit required

(b) Broadform Liability (Public Liability) - Optional

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

(c) Management Liability – Optional

\$1,000,000 Other

Please indicate limit required

(d) Fidelity – Optional – (Question 16 must be completed in full)

\$50,000 \$100,000 Other

18. 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 questions 18. (a), (b), (c) and/or (d) please provide details on the attached Claims Addendum).

DECLARATION AND AGREEMENT

1. I/We acknowledge that I/We have read the Notice to the proposed insured included with this form, and I/We understand those notices. 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.

2. I/We declare that the information contained in this proposal form is true and correct and that I/We have not suppressed nor mis-stated any facts.

Signature of Principal/Director/Proprietor

Date signed

Note: This proposal form can only be actioned once ALL questions have been answered and the above declaration has been signed and dated. Acceptance is also subject to underwriting guidelines.

Please return completed proposal form to your nearest Aon office:

Victoria Level 51, 80 Collins Street, Melbourne VIC 3000 GPO Box 1230, Melbourne VIC 3001 phone 03 9211 3000 tollfree 1800 805 191 fax 03 9211 3510	New South Wales Level 33, 201 Kent Street, Sydney NSW 2000 GPO Box 4189, Sydney NSW 2001 phone 02 9253 7000 tollfree 1800 251 774 fax 02 9253 7290
Queensland Level 6, 175 Eagle Street, Brisbane QLD 4000 GPO Box 65, Brisbane QLD 4001 phone 07 3223 7400 fax 07 3223 7542	South Australia Level 10, 63 Pirie Street, Adelaide SA 5000 GPO Box 514, Adelaide SA 5001 phone 08 8301 1111 tollfree 1800 806 493 fax 08 8301 1100
Western Australia Level 32, 250 St Georges Terrace, Perth WA 6000 PO Box 7026, Cloister Square, Perth WA 6850 phone 08 9429 4444 fax 08 9429 4495	

Claims addendum

If you have answered Yes to any of questions 18. (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

Office Pack addendum

1. Details of Property to be Insured

CONSTRUCTION: Please advise as appropriate

C= Concrete B= Brick F=Fibro I=Iron O=Other

Walls	Wall frame	Roof	Roof Frame	Floors	Age	No of Storeys

Please advise 'Yes' or 'No'

Smoke Detectors	Hose reels	Sprinklers	Extinguishers	Thermal Alarms

2. Property – Including Accidental Damage And Theft

Building

Contents (excluding stock)

Additional Removal of Debris

Additional Rewriting of Records

Sum Insured \$

3. Business Interruption

Additional Increased Cost of Working

Sum Insured \$

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4. Theft

Contents (excluding stock)

Sum Insured \$

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Note: The following minimum security requirements apply for sum insureds over \$75,000:

- Deadlocks
- Window locks (or security bars/grilles) to opening ground level windows
- Local alarm

Does the risk meet all the above requirements? Yes No

5. Money

Complete Option 1 or Option 2 whichever is required

Money Option 1 – Combined Money

	Sum Insured \$
Combined Money	

Combined Money provides one combined annual Sum Insured which includes the following cover types:

- Money in Transit
- Money on Premises during Business Hours
- Money in Securely Locked Safe or Strongroom
- Money in Private Residence

OR

Money Option 2 – Individual sums insured

	Sum Insured \$
In Transit	
On Premises – Business Hours	
On Premises – Outside Business Hours (Maximum \$2,000)	
In Locked Safe	
In Private Residence	
In Bank Night Safe	
Damage to Safe or Strongroom	

6. Glass

		Cover Required (please tick)
External Glass	Replacement Value	Yes <input type="checkbox"/> No <input type="checkbox"/>
Internal Glass	Replacement Value	Yes <input type="checkbox"/> No <input type="checkbox"/>
Neon Signs	\$2,000	Automatic when glass cover taken

7. General Property – Fire and Perils, Theft and Accidental Damage

Please provide details below:

Description of Property (Make, model, serial number)	Sum Insured \$