



Aon Risk Services
ABN 17 000 434 720

Public & Products Liability/ Professional Indemnity Insurance Proposal Form For Conference & Exhibition Organisers

Notices Relating to the Operation of This Policy

- A. Your attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Cth) which provides, in relation to your duty of disclosure, as follows:-

Section 21

- (1) Subject to this Act, an Insured has a duty to disclose to the insurer, before the relevant contract of insurance is entered into, every matter that is known to the insured being a matter that:-
 - a) the insured knows to be a matter relevant to the decision of the insurer whether to accept the risk, and if so, on what terms; or
 - b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
- (2) The duty of disclosure does not require the disclosure of matter:-
 - a) that diminishes the risk;
 - b) that is of common knowledge;
 - c) that the insurer knows or in the ordinary course of his business as an insurer ought to know; or
 - d) as to which compliance with the duty of disclosure is waived by the insurer.
- (3) Where a person:-
 - a) fail to give an answer; or
 - b) gave an obviously incomplete or irrelevant answer to a question included in a proposal form about a matter, the insurer shall be deemed to have waived compliance with the duty of disclosure in relation to the matter.

B. A Professional Indemnity Policy is issued on a claim made basis.

This means that the policy responds to:-

- a) Claims first made against you during the policy period and notified to the insurer during that policy period, provided 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 him/her; and
- b) Facts, pursuant to Section 40 (3) of the Insurance Contracts Act, 1984, which states:-

“where the insured gave notice in writing to the insurers 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** can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Endorsed By



Underwritten By



QBE

QBE INSURANCE (AUSTRALIA) LIMITED
ABN 78 003 191 035

Public & Products Liability/ Professional Indemnity Insurance

1. PLEASE ANSWER ALL QUESTIONS LEAVING NO BLANK SPACES.
2. IF YOU HAVE INSUFFICIENT SPACE TO COMPLETE ANY OF YOUR ANSWERS, PLEASE CONTINUE ON YOUR HEADED PAPER.
3. THIS FORM MUST BE SIGNED AND DATED BY A PARTNER, PRINCIPAL OR IDENTIFIED OFFICER OF THE FIRM.
4. IF FIRM IS BODY CORPORATE "PARTNERS" DEEMED TO READ DIRECTORS.

1. Name of Firm	
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2. Address of Firm	
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3. Are you a conference or exhibition organiser?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>If your activities include both, please state in percentage terms the degree of activity in both</i>	Conference _____%	Exhibition _____%

4. When was your firm established?

5. Please give the following details:-				
Name of All Partner/Principals	Age	Qualifications	Experience in this Firm	Experience Elsewhere

6. Do you have more than one office?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>If so, please state full address(es)</i>		

7. Total numbers of partners and staff:-
a) Partners _____
b) Staff (other than Juniors & Typists) _____
c) Juniors & Typists _____

8. Does the firm practice or has it ever practised abroad? If so:-	<input type="checkbox"/> YES	<input type="checkbox"/> NO
a) In which countries? _____		
b) What income has been derived? _____		

9. How many events would you organise per year?
a) On average _____
b) In the ensuing 12 months _____

10. Please provide details of budget expenditure estimated for:-

a) Your largest event	\$
b) Your average event	\$
c) Any corporate entertainment you organise	\$

11. Please advise your estimate income derived from fees and commissions over the next 12 months \$

12. a) Has any application for insurance in respect of the business to be covered or its predecessors ever been declined, cancelled or renewal refused? YES NO

b) Have any special terms ever been imposed? YES NO

13. Are you involved in arranging entertainers? YES NO

If so, does this activity represent more than 10% of your estimated income? YES NO

14. a) Have any claims ever been made against the firm or any of the present partners or against its predecessors in business or any past partner? YES NO

b) Are any of the partners after enquiry aware of any circumstances which may give rise to claims against the firm or their predecessors in business or any of the present or former partners whether you consider yourselves liable or not? YES NO

If so, please give full details

15. The policy will provide a minimum Public & Products Liability limit of \$10,000,000 and a Professional Indemnity limit of \$1,000,000. Is this sufficient? YES NO

(our advice would be to select a higher limit)

16. a) Has the firm sustained any loss through the fraud and dishonesty of any employee? Does the firm know of any fraud or dishonesty at any time of any present or former employee? YES NO

(If so, please give details and state precautions taken to prevent a recurrence)

b) Is any member of the staff allowed to handle cash or transferable documents or sign cheques on his/her signature alone? YES NO

c) How often and by whom are the entries in the cash book checked with the vouchers and reconciled with the book statements and returned cheques?

d) Does the firm always require and obtain satisfactory references when engaging employees? YES NO



- (a) *I acknowledge that I have read, understood and agree to comply with my duty of disclosure obligations as set out in the "Notices Relating to the Operation of This Policy"*
- (b) *I acknowledge that if this application is accepted, the insurance cover will be subject to the terms and conditions set out in the Policy Schedule and Policy Wording. [A copy of the Policy Wording will be sent to you on inception of cover. If you would like an advance copy please phone us on (02) 9253 7000]*
- (c) *I declare that the information contained in this application form is true and correct and that I have not suppressed nor misstated any facts.*
- (d) *I acknowledge that Aon values the privacy of personal information and is bound by the Privacy Act 1988 (Clth) when it collects, uses, discloses or handles personal information. Aon collects personal information to offer, promote, provide, manage and administer the many financial services and products that it, and its group of companies, are involved in. Information about Aon's privacy practices is located in the Aon Group Privacy Policy which can be viewed at www.aon.com.au or a copy can be sent to you, on request. Aon, or any of its group of companies, may also be in touch to let you know about our goods, services or promotions that may be of interest to you and Aon may share your information with other persons or entities who you may reasonably expect to assist us in providing or promoting our services. You may gain access to your personal information, or change your privacy preferences, by contacting our Privacy Officer (contact details provided at the Aon Group Privacy Policy). I consent to the use and disclosure of my personal information for purposes shown in the Aon Group Privacy Policy, and authorise Aon to obtain my personal information from other parties, including those shown in Aon Group Privacy Policy, for any of these purposes.*
- (e) *If I have disclosed personal or sensitive information about any other person, I confirm that I have obtained consent from that person to disclose to you their personal or sensitive information and have made them aware that you will or may provide their information to other third parties, including the insurer for any of these purposes, and for the purposes, which we or the third parties may use the information for, including those outlined in Aon's Privacy Statement. If I have not obtained consent and authorisation from any other person to disclose their personal or sensitive information to you, I will inform you before providing the relevant information.*

DATED THIS..... DAY OF 20

FOR & ON BEHALF OF.....

SIGNATURE OF PARTNER OR PRINCIPAL.....