



Translators and Interpreters

Professional indemnity insurance
(and optional public liability insurance)

Proposal form 2012-2013

Please return completed proposal form to:

Aon Risk Services Australia Limited

ABN 17 000 434 720

Level 27, 201 Kent Street SYDNEY NSW 2000

GPO Box 4189, SYDNEY NSW 2001

phone 02 9253 7000 tollfree 1800 020 339

fax 02 9253 7290

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 and 5 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. 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.

4. 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.

5. 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.

Resource Underwriting Pacific Pty Ltd's privacy statement

The Privacy Act 1988 (as amended) now applies and requires us to inform you that:

Purpose of collection: Resource Underwriting Pacific Pty Ltd ("your Insurer") collects personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of: providing insurance services to you, including to evaluate your application, to evaluate any request for a change to any insurance provided; to provide, administer and manage the insurance services following acceptance of an application; to investigate and, if covered, manage claims made in relation to any insurance you have with your Insurer or other members of the Resource Underwriting Pacific Pty Ltd Group.

The personal information collected can be used or disclosed by your Insurer for a secondary purpose related to those purposes listed above, but only if you would reasonably expect them to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure: Your Insurer may disclose your personal information, when necessary and in connection with the purposes listed above to: other members of the Resource Underwriting Pacific Pty Ltd Group, Aon Risk Services Australia Limited, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

Consequences if information is not provided: If you do not provide your Insurer with the information they need they will be unable to consider your application for insurance cover and/or administer your policy and/or manage any claim under your policy.

Access: You can request access to the personal information by contacting your Insurer at the address shown.

Resource Underwriting Pacific Pty Ltd
Suite 504, 46 Market Street
Sydney NSW 2000

Translators and Interpreters

Proposal form

2010/2011

Professional Indemnity Insurance and optional Public Liability Insurance

Please complete and return this proposal form to Aon Risk Services Australia Ltd, GPO Box 4189, SYDNEY NSW 2001.

If you are faxing your proposal form, please do not send the original. Fax 02 9253 7290 Phone 02 9253 7000.

1. Details of insured (referred to in the proposal form as 'you' and 'your')

Your name

Mr Mrs Miss Ms *Please tick*

First name

Family name

Company name (includes *pty ltd companies, partnerships and trading names*)

Physical Address

Suburb

State

Postcode

Phone

Fax

Email

Web address

Postal Address (if different to Physical Address)

Suburb

State

Postcode

3. ABN

4. Are you a member of an association?

Yes No

If Yes, please state name of association

Level of membership

5. Please confirm level of accreditation such as NAATI and language(s):

6. Please state total number of staff (including principals and partners):

7. Please give a breakdown of activities to be covered:

Specified Division of Practice:

General Translation / Interpretation	%
Technical and Scientific Translation / Interpretation	%
Commercial Contracts	%
Legal Translations / Interpretations	%
Medical Translations / Interpretations	%
Other activities (activities that do not fit under the above categories)	%

Please specify your other activities:

8. Please supply details of total gross income:

(a) previous 12 months

(b) estimate for the next 12 months

9. Please state the approximate percentage of your activities (based on income) applicable to each state, territory and overseas.

ACT	NSW	NT	QLD	SA	TAS	VIC	WA	O/Seas
%	%	%	%	%	%	%	%	%

10. Do you have any operations or clients whose contracts have legal jurisdiction located outside of Australia? Yes No

If Yes:

(a) please specify which countries:

(b) please specify activities performed:

11. Do you require cover for claims that may be brought against you in a court of law outside of Australia or New Zealand? Yes No

If Yes:

(a) please specify which countries:

(b) please specify activities performed:

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

\$1,000,000
 \$2,000,000
 \$5,000,000
 Other

Please indicate limit required

13. Do you require Public Liability insurance? Yes No

If Yes, please indicate limit required.

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

If Public Liability insurance is required, please advise past losses and current public liability claims (indicate all loss in the last three (3) years).

14. Claims/Circumstances

- (a) Have any claims or complaints ever been made against you for breach of professional duty? Yes No
- (b) Are you aware of any circumstances which may result in a claim against you? Yes No
- (c) Has any Insurer ever declined, cancelled or imposed special conditions in relation to your liability insurance? Yes No
- (d) Have you ever been subject to disciplinary proceedings for professional misconduct by a professional society or any statutory registration board or been called upon to respond to a complaint? Yes No
- (e) Are you aware of any circumstance which could result in any claim or disciplinary proceedings being made against you? Yes No

(If you have answered Yes to any of questions 14. (a), (b), (c), (d) and/or (e) 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 form 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

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.

Claims addendum

If you have answered Yes to any of questions 14. (a), (b), (c), (d) and/or (e) 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