



Veterinarians

Professional indemnity insurance
(including optional public and products liability insurance
and employment practices liability insurance)

Proposal form 2011-2012

Please return completed proposal form to:

Aon Risk Services Australia Limited

ABN 17 000 434 720

Level 9, 130 George Street, PARRAMATTA NSW 2150

phone 02 8623 4202

fax 02 9891 6164

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.

Veterinarians - Proposal form

2011 - 2012

Professional indemnity insurance (including optional public and products liability insurance and employment practices liability insurance)

Please complete and return this proposal form to Aon Risk Services Australia Ltd, Level 9, 130 George Street, PARRAMATTA NSW 2150.

If you are faxing your proposal form, please do not send the original. Fax 02 9891 6164. Phone 02 8623 4202

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

Please list all legal entities to be insured (including *pty ltd companies, partnerships and trading names*)

ABN

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Contact Person

Mr Mrs Miss Ms

First name Family name

Postal Address

Suburb State Postcode

Phone Fax

Email

2. Please state the staff numbers including part-time employees:

(a) Number of qualified veterinarians

(b) Number of lay assistants

3. Please provide a breakdown of your total fee income for the following disciplines/categories:

(a) Domestic pets, including avian	<input style="width: 80px;" type="text"/> %	Maximum Value \$ <input style="width: 150px;" type="text"/>
(b) Bloodstock / stud stock	<input style="width: 80px;" type="text"/> %	Maximum Value \$ <input style="width: 150px;" type="text"/>
(c) Greyhounds / Racehorses	<input style="width: 80px;" type="text"/> %	Maximum Value \$ <input style="width: 150px;" type="text"/>
(d) Equine	<input style="width: 80px;" type="text"/> %	Maximum Value \$ <input style="width: 150px;" type="text"/>
(e) Other *	<input style="width: 80px;" type="text"/> %	Maximum Value \$ <input style="width: 150px;" type="text"/>
TOTAL	100 %	Maximum Value \$ <input style="width: 150px;" type="text"/>

* Are any animals under 'Other' valued over \$50,000? Yes No
 If Yes, please specify:

4. Please state your turnover for the last 12 months and the estimate for the next 12 months:

	Turnover	Professional Services	Sale of goods
Last 12 months	\$	%	%
Next 12 months	\$	%	%

5. Do you specialise in any particular branch of veterinary science? Yes No

If Yes, please provide details.

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

(a) Professional Indemnity Insurance

\$500,000
 \$1,000,000
 \$2,000,000
 \$3,000,000
 \$5,000,000
 Other \$

(Please indicate limit required)

(b) Optional Public / Products Liability Insurance (subject to the purchase of professional indemnity insurance)

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

(c) Optional Employment Practices Liability Insurance (subject to the purchase of professional indemnity insurance)

\$500,000

7. If you need \$500,000 Employment Practices Liability Insurance then please answer questions (a) and (b) below, otherwise proceed to question 8.

(a) Please state the annual staff turnover %

(b) Have you initiated any terminations of employment of any staff within the last 2 years? Yes No

If Yes, please state the reason for the terminations and the number of full-time and part-time employees terminated.

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8. Claims/Circumstances

(a) Has any partner, principal, director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes No

(b) Have any claims for negligence or breach of professional duty been made against the practice or any of its predecessors in business or any prior practice of any of its present or former partners, principals or directors? Yes No

(c) Has any Insurer ever declined to offer insurance, cancelled or imposed special conditions? Yes No

(d) Are any of the partners, principals or directors, AFTER enquiry, aware of any claims or circumstances that might give rise to a claim against the practice or any prior practice of any of their former or present partners, principals or directors other than those referred to in question (b) above? Yes No

(e) Have you had any public and products liability claims? Yes No

(f) Have there been any claims made by or on behalf of a staff member against you in the last 3 years? Yes No

If you have answered Yes to any of questions 8. (a), (b), (c), (d), (e) and/or (f) please provide details on a separate sheet.

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

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

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.
3. I/We consent to: the use of personal information about me/us for the purposes shown in the Privacy Statement, and the disclosure of personal information about me/us to, and obtaining personal information from, other parties, including those shown in the Privacy Statement, for any of these purposes.
4. I/We understand that up until a contract of insurance is entered into I/We are under a continuing obligation to immediately inform the Insurer of any change in the particulars or statements contained in this Proposal.
5. The signing of this Proposal does not bind the applicants to effect insurance. The applicants acknowledge that the particulars and statements contained in the proposal shall be the basis of the contract should a policy be issued, and further, the applicants acknowledge that the proposal will be incorporated in the policy.

Signature of Principal/Director/Owner

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.