



Quality Consultants

Professional Indemnity - with optional Public Liability insurance and Management Liability

Corporate Travel and Personal Accident insurances addendum

Proposal form 2013-2014

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.

Quality Consultants Cover Guide

Answers to your most common questions on Professional Indemnity, Public Liability, Directors' & Officers' Liability.

Q. Can you purchase any class of insurance within this product suite?

A. No. All classes of insurance offered above are to be purchased *in addition only to Professional Indemnity*.

If you require another class and not Professional Indemnity, you can enquire however we will not be able to offer the same competitive rates and it will be outside this offering.

This policy allows you to choose a range of covers in addition to Professional Indemnity which are Public Liability, Directors' & Officers' Liability Insurance and Employment Practices Liability, designed to meet the needs of Australian quality auditors/consultants.

Each section of this policy will cover your own legal defence costs as well as compensation and legal costs payable to the claimant (i.e. a third party) following an allegation of a "wrongful act" by you in the course of your professional duty.

About each section:

Professional Indemnity

This section provides protection to the company and its employees for claims that arise from any advice they give to third parties and members.

Public Liability

This section provides cover for any loss triggered as a result of you being on a client's property, namely third party injury and property damage.

Management Liability including both: Directors and Officers Liability

This section protects the company and its directors against claims of their negligence in their capacity as decision makers.

Employment Practices

This section provides cover for any loss the organisation is legally liable to pay arising from any Employment Practices claims. Subject to terms and conditions of the policy wording.

Q. What is a "Claims Made and Notified" policy?

A. These policies are arranged on a "claims made and notified" basis. Under a "claims made and notified" policy, any new claim or potential claim that is made against you must be lodged under the current policy, not the policy in place when the mistake was initially made.

For example: If you let your policy expire on 31 October 2008 and do not effect a new policy, and 6 weeks later a claim is made against you for the work performed by you prior to 31 October 2008 (or at any time in the past), you will have no current policy to respond to that claim. All cover under each year's policy ceases absolutely on the expiry date.

Each new policy should have unlimited retroactive cover which will mean that once you have effected a new policy, any of the past work performed by you will be protected by that new policy, should a claim arise against you.

It is vitally important therefore that any new claim or complaint that comes to your attention is properly notified to your current insurer during the current policy (and definitely before it expires).

Q What level of Sum Insured should I select?

A. It is recommended that you ensure that the level of indemnity carried sufficiently reflects the potential exposure of the type and level of your activities.

Consider also that the claim/circumstances advised to Insurers during the currency of the 2011 policy will be subject to that limit of indemnity, even though matters might be settled some time later and any settlements will reflect damages and costs at the later time.

Quality Consultants. Proposal form

2013/2014

Professional indemnity with optional Public Liability insurance, Management Liability Corporate Travel and Personal Accident insurances addendum

Please complete and return this proposal form to the Aon office in your state (refer to page 6).

If you are faxing your proposal form, please do not send the original.

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

Your name

Mr Mrs Ms Miss

First name Family name

Company name (includes Pty Ltd companies, partnerships and trading names)

Postal Address

Suburb State Postcode

Phone Fax

Email

Web address

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.

2. ABN

3. Do you hold current certification with any Association/s?

Yes No

If, so please provide details.

4. Please indicate the approximate percentage of your income derived from the following activities:

	Auditing	Consulting
(a) Heavy vehicle/bus	<input type="text"/> %	<input type="text"/> %
(b) Environmental/Waste - complete addendum attached	<input type="text"/> %	<input type="text"/> %
(c) Disability/aged care	<input type="text"/> %	<input type="text"/> %
(d) Food safety and HACCP	<input type="text"/> %	<input type="text"/> %
(e) OH&S	<input type="text"/> %	<input type="text"/> %
(f) Quality Management System	<input type="text"/> %	<input type="text"/> %
(g) Other - please provide a full description on a separate addendum	<input type="text"/> %	<input type="text"/> %
Total Auditing and Consulting activities (must equal 100%)	100 %	

5. Do you provide auditing and consulting services to the same company(ies)? Yes No
 If Yes, please provide full details on a separate addendum.

6. Details of Income

It is essential that you include all income earned and estimated to be earned by **all** entities nominated in question 1. Income declared should include income earned from every activity in which you are engaged and for which you require insurance cover:

(a) Estimated gross income for current financial year \$

(b) Actual gross income for the previous financial year \$

7. Do your activities extend outside the Commonwealth of Australia? Yes No
 If Yes, please provide the following details.

(a) in which countries?

(b) which of your activities?

8. 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
%	%	%	%	%	%	%	%	%

9. Past Activities

(a) Have you undertaken in the past any activities not already described in question 4.? 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

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

\$2,000,000 \$5,000,000 Other Please indicate higher limit required

11. Public Liability Insurance - Optional

(a) Do you require public liability insurance? Yes No

(b) If Yes, please indicate limit required
 \$10,000,000 \$20,000,000

(c) Total number of employees:

12. Management Liability - Optional

(a) Do you require Management Liability? Yes No

(b) We offer a standard limit of \$1,000,000 however if you require a higher limit please tick the corresponding box and enquire:

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

(c) Assets:
 Liabilities:

(d) Have there been any staff terminations in the past year? Yes No

(e) Has your staff turnover exceeded 30% in the past year? Yes No

14. Do you currently have Professional Indemnity Insurance? Yes No

If Yes, please supply details below:

Broker	<input type="text"/>	Limit of Indemnity	\$ <input type="text"/>
Insurer	\$ <input type="text"/>	Expiry Date	<input type="text"/>

15. 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, or been called upon to respond to a complaint by a professional society or any statutory registration board? Yes No
- (e) Have you ever had any Public Liability claims? Yes No
- (f) Have you ever had any claims in relation to a past Director and Officers policy? Yes No
- (g) Have you ever had any Employment Practices Liability claims? Yes No

(If you have answered Yes to any of questions 15. (a), (b), (c), (d) and/or (e) please provide details on the attached Claims Addendum.)

DECLARATION AND AGREEMENT

- 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.
- 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:

<p>Victoria Level 51, 80 Collins Street, Melbourne VIC 3000</p> <p>GPO Box 1230, Melbourne VIC 3001 phone 03 9211 3000 tollfree 1800 805 191 fax 03 9211 3510</p>	<p>New South Wales 130 George Street, Parramatta NSW 2150</p> <p>PO Box 1331, Parramatta NSW 2124 phone 02 8623 4000 tollfree 1800 020 339 fax 02 9633 5257</p>
<p>Queensland Level 6, 175 Eagle Street, Brisbane QLD 4000</p> <p>GPO Box 65, Brisbane QLD 4001 phone 07 3223 7400 fax 07 3223 7542</p>	<p>South Australia Level 10, 63 Pirie Street, Adelaide SA 5000</p> <p>GPO Box 514, Adelaide SA 5001 phone 08 8301 1111 tollfree 1800 806 493 fax 08 8301 1100</p>
<p>Western Australia Level 7, 28 The Esplanade, Perth WA 6000</p> <p>PO Box 7026, Cloister Square, Perth WA 6850 phone 08 9429 4444 fax 08 9429 4495</p>	

Claims addendum

If you have answered Yes to any of questions 15. (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

Corporate Travel and Personal Accident insurances addendum

Corporate Travel Insurance - Optional

Do you require corporate travel insurance? *If Yes, please answer the following questions:* Yes No

(a) Average number of overseas trips estimated for next 12 months? *(1 trip = 1 return trip per person)*

(b) Average number of days per overseas trip?

(c) Average number of trips within Australia estimated for next 12 months?
(1 trip = 1 return trip per person)

(d) Average number of days per trip within Australia?

Personal Accident Insurance - Optional

Do you require personal accident insurance? *If Yes, please answer the following questions:* Yes No

(a) Please state your age

(b) Are you self employed? Yes No

If Yes, please indicate monthly business expenses up to \$4,000 \$

Excess period: 14 days 21 days

(c) Have you ever had any accident, sickness or life proposal declined or cover under any policy rated up, cancelled, renewal refused or any special conditions imposed? Yes No

(d) Have you claimed for an accident/sickness benefit under similar policy in the past 4 years? Yes No

(e) Have you ever had medical or surgical or other advice, treatment, been hospital confined or undergone any blood or other tests in the last five years? Yes No

(f) Do you take part in hazardous pursuits or activities ie: Diving, motor sports, hang gliding etc ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	
(g) Have you ever suffered from, Goitre, Epilepsy, Heart Disease, Chest Pains, High Blood Pressure, Nervous or Mental Disorder, Rheumatic Fever, Varicose Veins, Haemorrhoids, Tuberculosis, Asthma or Respiratory Disease, Back or Muscle Pains, Rheumatism, Hernia, Cancer, Tumour or Growth of any kind, sudden Weight Loss, diseases of the Eye, Ear or Stomach?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	

(h) Are you now, or have you been a smoker in the last 12 months? Yes No

Death & Capital Benefits *Please indicate sum up to \$250,000* \$

Weekly Injury Benefit *Please indicate sum between \$150-\$1,500* \$

Weekly Sickness Benefit *Please indicate sum between \$150-\$1,500* \$

Scope of cover: 24 hours outside working hours working hours only

Benefit period: 156 weeks 104 weeks 52 weeks

Excess period: 7 days 14 days 21 days 28 days

If you have answered Yes to any of questions (c), (d), (e) (f) (g) and/or (h), please provide full details. (If space is insufficient please attach a separate addendum.)

Environmental/Waste Consultants Addendum

This addendum is to be completed if you have indicated at question 4 that a percentage of your work involves Environmental/Waste Consulting or Auditing

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

Your name

Mr Mrs Ms Miss

First name Family name

Company name (includes Pty Ltd companies, partnerships and trading names)

2. Description of services

Please provide a detailed description of the environmental consulting services you offer.
 (If space insufficient, please provide details on a separate addendum.)

3. Clients / Industries

(a) Please provide a list of the five most recent clients, including their industry, you have undertaken environmental consulting activities for.

<i>Client</i>	<i>Industry</i>	<i>Year services undertaken</i>
(i)		
(ii)		
(iii)		
(iv)		
(v)		

(b) If you provide, or are looking to provide consulting activities to any other industry sector, please detail below:

4. Contaminated Sites

(a) Do you provide consulting activities for contaminated sites? Yes No

(b) Are you a registered Contaminated Site Consultant with the Environmental Protection Authority, or similar organisation in your state? Yes No

(c) Do you provide consulting activities on any of the following? Yes No

Please tick the box

- Disposal of wastes
- Leakage during plant operation
- Use of agricultural chemicals
- Deposition from the atmosphere from an industrial site
- Migration of contaminants into a site from neighbouring land
- Storage or transportation of raw materials, finished products or waste
- Accidental spillage
- Spreading of sewage sludge

(d) Do you provide consulting activities to any of the following industries? Yes No

Please tick the box

- Agricultural activities
- Asbestos production
- Electroplating and heat treatment
- Fertiliser manufacturer
- Mining sites
- Pesticide manufacture
- Power stations
- Transport / Storage areas
- Scrap yards
- Airports
- Brickworks
- Defence works
- Explosive factories
- Gas works
- Oil production and treatment
- Pharmaceutical manufacture
- Service Stations
- Waste treatment
- Wood preservation

If you have answered Yes to questions 4.(c) and/or (d), please provide full details below.
 If space is insufficient please attach a separate addendum.

Declaration

I/We confirm that the information provided above is true and correct, and I/we acknowledge that the insurers will rely on this information in deciding whether to give cover and on what terms.

Name of Practice

Signature of Partner/Principal/Director

Date signed