

# Veterinarians Proposal form

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

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

Please list all legal entities to be insured (including Pty Ltd and trust companies, partnerships and trading names, or trading trust.)


ABN No

### Contact Person

Dr  First name  Family name

Postal address

Suburb  State  Postcode

Phone  Fax

Email

Practice address

Suburb  State  Postcode

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

(a) Domestic pets, including avian	%	(b) Bloodstock / Stud stock	%
(c) Greyhounds	%	(d) Equine (general)	%
(e) Other	%	<b>TOTAL</b>	<b>%</b>

Are any individual animals you work on valued over \$50,000?  Yes  No

If Yes, please specify:


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

	Total Turnover	Professional Services	Sale of goods
Last 12 months		%	%
Next 12 months		%	%

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
%	%	%	%	%	%	%	%	%

Are you a small business eligible for the exemption from the requirement to pay NSW duty on certain types of Insurance? (Generally speaking, you are a small business if your aggregated turnover is less than \$2,000,000. For more information, visit [www.revenue.nsw.gov.au/taxes/insurance/exemptions](http://www.revenue.nsw.gov.au/taxes/insurance/exemptions))

Yes  No

Do you specialise in any particular branch of veterinary science?

Yes  No

If Yes, please provide details.

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

(a) Professional Indemnity Insurance (please indicate limit required)

\$500,000  \$1,000,000  \$2,000,000  \$3,000,000  \$5,000,000  Other  (please specify)

\$

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

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

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

\$500,000  No. of Staff Annual staff turnover No. of staff terminated last 12 months?

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Please state the reason for the terminations and the number of full-time and part-time employees terminated:

### Claims/Circumstances

Has any partner, principal, director or staff member ever been subject to disciplinary proceedings for professional misconduct?

Yes  No

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

Has any Insurer ever declined to offer insurance, cancelled or imposed special conditions?

Yes  No

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

Have you had any public and products liability claims?

Yes  No

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 the above questions, please provide details on a separate sheet.

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## 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. 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.

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 and 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

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Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement, a copy of which can also be sent to you on request by your Aon representative. You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer through the means set out in the Aon Privacy Notice. If you are disclosing personal or sensitive information about any other person to Aon, you confirm that you have obtained the consent of that person to disclose to Aon their personal or sensitive information and you have made them aware that Aon will or may disclose their information to third parties that are reasonably necessary to assist in the provision of the relevant services or products. If you have not obtained consent from this other person to disclose their personal or sensitive information to Aon, you will inform us before providing the relevant information to us. By submitting this proposal form, you acknowledge that you have read the Aon Privacy Notice and agree that we can handle any personal information you have provided to us in the manner set out above

Unless you tick here, we or any of our group of companies may be in touch by any means (including email or SMS) at anytime to let you know about goods, services or promotions that may be of interest to you.

### General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms.

### Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

### Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

### Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

### Financial Services Guide

Please take the time to read our Financial Services Guide (enclosed) carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

### Retention of remuneration

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

### Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

### Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under or in relation to the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

### Privacy

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You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

- email: [privacyofficer@aon.com.au](mailto:privacyofficer@aon.com.au)
- mail: Level 33, 201 Kent Street Sydney NSW 2000
- phone: (02) 9253 7000

### Claims Made

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. 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 insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

### Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2013, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

### Occurrence Basis

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis. This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

### Subrogation and non-admission

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

### Average or co-insurance

Property policies and some other policies contain an "average" (also called "co-insurance") clause. This applies if the sum insured does not cover the full cost of your loss, and means that your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew the policy.

If the average clause is based on replacement value ("new for old"), you must ensure that your sum insured represents the full cost of replacing the insured property with new property.

If the average clause is based on indemnity value ("replacement to a similar condition"), you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.