



# Migration Agents Proposal Form

## Professional Indemnity Insurance and Optional Public Liability Insurance

Please email the completed form back to [au.professions@aon.com](mailto:au.professions@aon.com) If you are faxing your proposal form, please do not send the original. Fax 02 9891 6164 Phone 1800 020 339

### 1. Details of insured (referred to in the proposal)

Your name

Mr  Mrs  Miss  Ms

First name

Family name

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

### 2. ABN

Contact Person

Mr  Mrs  Miss

First name

Family name

Postal address

Suburb

State

Postcode

Phone

Fax

Email

### 3. Date business established

### 4. Do you currently, or have you ever had a branch office outside of Australia or New Zealand?

Yes  No *If Yes, we will forward additional questions to you.*

### 5. 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

6. (a) Registered agent(s) If more than 2 agents, please attach a separate list.

Name of registered agent(s)	MARA registration number

(b) If you are not currently registered, are you applying for registration?  Yes  No

7. Please supply details of total gross income from migration activities for the following:

(a) Previous 12 months

(b) Estimate for the next 12 months

**Note:** If your income is greater than \$750,000, we will forward you additional questions to answer.

8. Limits of indemnity (Please tick the relevant box for limits of cover required)

Professional indemnity insurance

\$250,000  \$500,000  \$1,000,000  \$5,000,000

9. Claims/circumstances

(a) Have any claims or complaints ever been made against you?  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) Are you currently engaged in (or about to enter into) civil proceedings of either a Professional or personal nature?  Yes  No

(e) 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

(If you have answered Yes to 9. (a), (b), (c), (d), and/or (e), please provide details on your separate letterhead. Please also include any relevant MARA correspondence.)

## 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 misstated any facts.
3. I/We declare that I/We hold full registration with the Migration Agents Registration Authority and will maintain registration for the term of this insurance policy. If I/We are applying for this insurance in order to register, I/We agree to notify Aon once I/We are registered.
4. 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.
5. If I/We have disclosed personal information about any other person, I/We confirm that I/We am authorised to: disclose to you personal information about that person and to consent to its use for the purposes shown in the Privacy Statement, and consent to disclosure to, and obtaining of other personal information about that person from, other parties including those shown in the Privacy Statement for any of these purposes.

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.

1. 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*.
2. 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 any time to let you know about goods, services or promotions that may be of interest to you.

# 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.

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## 1. Disclosure of relevant facts

### Your 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 never existed.

## 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.

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### 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](http://www.aon.com.au).

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