



Barristers

Professional indemnity insurance

Proposal form 2014-2015

Please return completed proposal form to:

Aon Risk Services Australia Limited

ABN 17 000 434 720

Level 1, 130 George Street, PARRAMATTA NSW 2150

PO Box 1331, PARRAMATTA NSW 2124

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Client Manager

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Nicole Pallavicini

Client Executive

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Client Executive

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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.

CGU Insurance Limited privacy statement

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

Purpose of collection: CGU Insurance Limited ("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 CGU Insurance Limited 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 CGU Insurance Limited 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.

CGU Insurance Limited ABN 27 004 478 371
388 George Street
Sydney NSW 2000

Barristers - Proposal form

2014/2015

Professional indemnity insurance

Please complete and return this proposal form to Aon Risk Services Australia Ltd, PO Box 1331, Parramatta NSW 2124.

If you are faxing your proposal form, please do not also send the original. Fax 02 9633 5257 or 02 9891 6164

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

Your name

☐ Mr ☐ Mrs ☐ Miss ☐ Ms

First name

Family name

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

ABN

Physical Address *(you must declare a physical address)*

Suburb

State

Postcode

Phone

Fax

Email

Postal Address *(please complete if different to physical address)*

Suburb

State

Postcode

2. Please declare your Bar Association ID number

3. Please indicate which state you obtained your practising certificate from:

☐ ACT

☐ NSW

☐ QLD

☐ WA

4. Do you practise only as a Reader?

☐ Yes ☐ No

5. Are you a full-time academic Barrister?

☐ Yes ☐ No

6. Do you practise as a Barrister on a strictly part-time basis?

☐ Yes ☐ No

7. Has the insured or any employee of the insured:

(a) ever acted dishonestly in providing services of the practice?

☐ Yes ☐ No

(b) been alleged to have acted dishonestly in providing services of the practice?

☐ Yes ☐ No

(c) ever been bankrupt or disqualified as a company director?

☐ Yes ☐ No

(d) ever been found to have breached any taxation law or regulation?

☐ Yes ☐ No

8. Please advise the percentages of your practice as follows:

(a) Criminal law

%

(b) Mergers and acquisitions (M&A)

%

(c) Capital raising (CR)

%

(d) Commercial Law (not including M&A and CR)

%

(e) Family Law

%

(f) Workers Compensation

%

(g) Personal Injury (not including WC)

%

(h) Constitutional

%

(i) Other civil law

%

(j) Academic

%

(k) Other activities (activities that do not fit under the above categories)

%

Please specify your other activities:

9. Please supply details of total gross income/fees or commissions

(a) Previous 12 months

\$

(b) Estimate for the next 12 months

\$

10. Please provide the approximate percentage of your activities (based on gross income) applicable to each state and overseas:

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/Seas
<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

11. Limits of indemnity (Please tick the relevant box for limit of cover required)

- | | | | | |
|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$1,500,000 | <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$4,000,000 | |
| <input type="checkbox"/> \$5,000,000 | <input type="checkbox"/> \$6,000,000 | <input type="checkbox"/> \$7,000,000 | <input type="checkbox"/> \$8,000,000 | <input type="checkbox"/> \$9,000,000 |
| <input type="checkbox"/> \$10,000,000 | | | | |

12. Claims/circumstances

- (a) Have any claims ever been made against you for breach of professional duty? ☐ Yes ☐ No
- (b) Are you aware of any circumstances that may give rise to a claim being made against you for breach of professional duty? ☐ Yes ☐ No
- (c) Have any complaints ever been made against you which resulted in disciplinary proceedings? ☐ Yes ☐ No
- (d) Are you aware of any circumstances which could result in any claim or disciplinary proceedings being made against you? ☐ Yes ☐ No

If you have answered Yes to any of questions 12. (a), (b), (c) and/or (d) please supply full details on the attached Claims Addendum.

DECLARATION AND AGREEMENT

I, the undersigned, being one of the persons referred to in question 1. of this proposal form, acknowledge and declare:

1. I am duly authorised to make this proposal and this declaration on behalf of the Firm/Company.
2. I have specifically enquired of all persons and companies referred to in question 1. and state that all answers to the questions in this proposal form are true and correct.
3. I acknowledge that the Insurer will be relying on this Declaration, the answers given to the questions in the proposal and all information provided by me in deciding whether to issue a contract of insurance and, if so, the terms of such insurance and the premium charged.
4. I have read and understood the Notice to proposed insured as appears on page 2 of this proposal form.
5. I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the Insurer of any change in the particulars or statements contained in this proposal form or the accompanying documents.

Signature of Partner/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.

Claims addendum

If you have answered Yes to any of questions 12. (a), (b), (c) and/or (d) 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 Partner/Principal/Director

Date signed