

Business Coach Professional Indemnity and Public Liability Insurance Proposal Form



- Answer all questions. Blanks &/or dashes, or answers 'known to underwriters or brokers' or 'N/A' are not acceptable & will delay consideration of this proposal.
- If there is insufficient room to complete a question, please attach a signed & dated addendum.
- Any documents attached to the proposal form are part of this proposal.
- Where appropriate, please tick the yes or no box which best indicates your reply.

Your Details

1. Name:

Full legal name of each natural person & incorporated body to be insured as well unincorporated business or trading names.

(a) Date(s) of Commencement.

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(b) Are you registered for GST purposes? No Yes What is your ABN?

2. Address

3. Telephone No. / Mobile Email

Your Professional Activities

4. Sum Insured \$5,000,000

5. State fully the professional services provided by your business

6. Current total number of staff (including full time, part time and contractors)

7. Gross Professional Fees (last 12 months or for a startup business est. next 12 months) \$

8. Percentage split of fees by state/territory

ACT	NSW	VIC	QLD	SA	WA	TAS	NT	Overseas
%	%	%	%	%	%	%	%	%

9. Are any of the following activities performed?

Consult on mergers, acquisitions, consolidations or divestitures?

No Yes

Provide investment advice?

No Yes

Broadform Liability

10. Sum Insured \$5,000,000 \$10,000,000

11. Number of premises from which the business operates

12. Total Turnover \$

Employment Practices Liability (only complete if you require this optional cover)

13. Sub-limit required \$500,000 \$1,000,000

Fidelity (only complete if you require this optional cover)

14. Sub-limit required \$100,000 \$250,000 \$500,000

Does the business and its subsidiaries:

a) segregate duties so that no one person can request or authorise (i) expenditure or (ii) refund monies or (iii) refund goods?

No Yes

b) segregate duties so that no one person can make payments and reconcile bank statements? No Yes

c) segregate duties and system passwords so that no one person can request and authorise the release of electronic funds transfers in respect of the same transaction? No Yes

d) require all cheque requisitions and fund transfers over \$5,000 to be counter signed? No Yes

Within the last three years has the Client or any of its subsidiaries discovered or suspected any employee of dishonesty, theft, burglary, robbery, destruction to property or forgery losses? No Yes

Claims and Circumstances

15. Please answer the following questions after enquiry within your organisation.

(a) In the last 5 years, have any claims been made, losses suffered, or negligence alleged against any entity or Individual to be insured by this insurance; or have any circumstances which may give rise to a claim loss suffered by any of these been notified to insurers?

No Yes

(b) Are there any circumstances not already notified to the insurers which may give rise to a claim against or loss suffered by any entity or individual to be insured by this insurance?

No Yes

(c) Are there any claims against previous practices which may give rise to a claim against or loss suffered by Any entity or individual to be insured by this insurance?

No Yes

(d) Has any principal or staff member ever been subject to disciplinary proceedings for professional Misconduct?

No Yes

Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this Proposal form and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I/we shall give immediately notice thereof.

I/we agree that, by submitting this form, the personal information I/we provide to CGU Insurance Limited in this form or otherwise may be collected, held, used and disclosed in the manner set out in the CGU Privacy Policy found at www.cgu.com.au/privacy, including for processing this application and providing me/us with cover.

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I/we complete this Proposal form on their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

Signature

Date

Signature

Date

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered. If in doubt, please contact your insurance broker since non-disclosure may affect an Insured's right of recovery under the policy or lead to it being avoided.

An Important Notice to the Applicant 'Claims Made' Contracts of Insurance

Please read and retain in your file

The proposed insurance is issued on a 'claims made' basis.

This means that the policy responds to:

1. claims first made against the insured during the policy period and notified to CGU Professional Risks during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured's position that a claim may be made against the insured; and
2. 'claims circumstances' notified pursuant to Section 40 (3) of the *Insurance Contracts Act* which states: *'where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract'*.

After policy expiry, no new claims can be made on the expired policy *even though the event giving rise to the claim may have occurred during the policy period*.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter –

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Professional Risks shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.