



Australian Professional Risks Brokers Pty Ltd  
ABN 22 115 759 405  
Arranges the Insurance



Vero Insurance Limited  
ABN 48 005 297 807  
Issues the Insurance

# Aboriginal & Torres Strait Islander Corporations

## associations liability insurance proposal form

### Important Facts Relating To This Proposal Form

You should read the following advice before proceeding to complete this proposal form.

#### 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, is relevant to the insurer's decision whether to accept the risk of 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 any matter:

- that diminishes the risk to be undertaken by the insurer; or
- that is of common knowledge; or
- that your insurer knows or, in the ordinary course of his business, ought to know; or
- 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, refuse to pay the 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.

#### Claims Made and Notified Basis of Cover

Some sections of this Corporation Liability Insurance Policy are issued on a 'claims made and notified' basis.

This means that these sections of the policy respond to:

- a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires.

If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below:

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to 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."

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period. An exception to this is under the extended reporting period extension. If an extended reporting period is purchased as provided for in the extension, then some cover for new notification of claims or facts is available.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed or alleged to have occurred or been committed prior to the retroactive date, where one is specified in the policy terms which are offered to you.

## Retroactive Date

If a retroactive date applies to a section of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the retroactive date.

Our policy also contains provisions that exclude cover for any wrongful act occurring or committed by a subsidiary and its directors, officers or employees prior to its acquisition or creation by the insured.

## Preservation of rights of recovery

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a loss, if the insured releases, agrees not to sue on, waives or prejudices its rights of recovery, or enters into any arrangement or compromise or does any act whereby any rights or remedies to which the insurer would be subrogated are or may be prejudiced.

## Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

## Privacy Statement

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

### Purpose of collection

We collect 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 us or other companies within the same group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us 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

We may disclose your personal information (and receive some personal information from), when necessary and in connection with the purposes listed above, to other companies within the same group, your insurance broker or our agent, 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 us with the information we need we will be unable to consider your application for insurance cover.

### Access

You can request access to the personal information by contacting Vero at the address below.

### Privacy Statement issued

Vero Insurance Limited, 465 Victoria Avenue, Chatswood, NSW 2067.

## General Insurance Code of Practice

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the insured. Please contact Vero for more information about the Code, if required.

## Our Complaints Handling Procedures

### Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

### What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

### What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

### Broker Acting as Agent for Insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurers and the broker will be effecting the contract as agent of the Insurer and not the Insured.

### Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to "Proposer" and "you" in this Proposal Form means the Corporation and the Insured Persons of the Corporation.
4. Reference to the Corporation includes all current and past subsidiaries
5. Reference to Insured Persons means a director, secretary, officer, trustee, committee member, employee (whether salaried or not) or volunteer.

### Supporting information

Please enclose the following documents in support of this Proposal Form:

- The Corporations latest full consolidated annual report and accounts. (If accounts are not supplied note that an insolvency exclusion will apply). If asset size is greater than \$5,000,000, a full set of financial statement will be required.
- Copies of any promotional material describing the Corporations activities or services.
- Examples of any journal, newsletter or similar publication published or issued by the Corporation.

### 1. Details of the Corporation

a. Name of Corporation	<input type="text"/>		
b. ABN of Corporation:	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Principal address of the Corporation	<input type="text"/>	State	Postcode
d. Corporation's website address	<input type="text"/>	e. Date Corporation Established	<input type="text"/> / <input type="text"/> / <input type="text"/>
f. Is the Corporation a subsidiary of another entity?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
g. Is the Corporation incorporated under the Corporations (Aboriginal & Torres Strait Islander) Act 2006 or will it be incorporated within the 2-year transition period?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

**If No, you will not be eligible for this insurance.**

### 2. Details of revenue

Please state total revenue (including revenue from joint ventures) in:

Previous financial year	Current financial year	Forthcoming financial year (estimated)
<input type="text"/>	<input type="text"/>	<input type="text"/>

### 3. Stamp Duty Declaration

If the Corporation is stamp duty exempt please provide evidence of the exemption.

If not exempt please provide a breakdown in revenue by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S
<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"/> %

### 4. Details of employees and volunteers and members

Please state number of:

Employees	Volunteers	Members
<input type="text"/>	<input type="text"/>	<input type="text"/>

## 5. Activities and services of the Corporation

(a) Please indicate the Corporations percentage breakdown of the following services provided to its members and to the public:

- **Advocacy Services** (including to promote and to encourage Aboriginal & Torres Strait Islander history, art, culture, language, identity, heritage, knowledge exchange & interaction, publications, advice to Government and Statutory Authorities in relation to development of policy)  %
- **Education & Training** (including accreditation programs)  %
- **Land Management & Native Title Advice** (Land Council)  %
- **Employment Services** (helping indigenous people in seeking employment)  %
- **Community Services** (social needs, self help programs, individual and family welfare support programs)  %
- **Caring Services** (youth care, aged care, child care, after school groups, vacation care)  %
- **Anthropological & Historical Research**  %
- **Medical & Health Services** (for medical services and treatment) Note doctors are excluded by cover under the policy. To obtain cover for clinical trials please provide details)  %
- **Legal Services** (legal information centre and basic legal aid services where professional fees are not charged)  %
- **Other** (please describe professional services conducted by the Corporation not fitting into the above categories)  
  
  
  %

(attach separate sheet if sufficient space is not provided)

**TOTAL 100%**

b. Does the Corporation have any operations outside Australia? Yes  No

If Yes please provide details.

  


## 6. Insured Persons' details

- a. Has any former or current Insured Person of the Corporation ever been declared bankrupt? Yes  No
- b. Has any former or current Insured Person of the Corporation ever been an Insured Person of an organisation placed in receivership, liquidation or provisional liquidation? Yes  No
- c. Has any former or current Insured Person of the Corporation ever had a conviction for crimes involving dishonesty? Yes  No

If Yes to a, b or c above, please provide details.

  
  


## 7. Financial position

a. Is the Corporations latest annual report and accounts attached? Yes  No

If the latest annual report and accounts are not provided please note that an insolvency exclusion will apply to the policy.

b. Please advise current assets and current liabilities as stated in the latest annual report and accounts of the Corporation.

Current Assets	<input style="width: 90%; height: 20px;" type="text"/>
	Current Liabilities <input style="width: 90%; height: 20px;" type="text"/>
Total Assets	Total Liabilities <input style="width: 90%; height: 20px;" type="text"/>

c. Since the last annual report and accounts were issued, has there been any significant change in the financial position, capital structure or operation of the Corporation which might materially affect the financial position in that annual report and accounts? Yes  No

- d. Are any of the Insured Persons aware of facts or circumstances that might affect the ability of the Corporation to meet all its debts as and when they fall due? Yes  No

If Yes to c or d, please provide details.


### 8. Employment practices

- Does the Corporation have a formal termination of employment policy? Yes  No

### 9. Acquisition, disposal and merger activity

- a. Has the Corporation acquired, sold, disposed of or merged with any entity during the last 3 years? Yes  No
- b. Does the Corporation have any plans to acquire, sell, dispose of or merge with any entity in the next 12 months? Yes  No

If Yes to a or b, please provide details


### 10. Fidelity

- a. Is it a requirement of the Corporation that all cheques must be signed by at least two different authorised signatories and all payments in excess of \$2,500 must be authorised by at least two Insured Persons? Yes  No
- b. Is any Insured Person authorised to reconcile any bank account that the Insured Person is also authorised to deposit funds into or withdraw funds from? Yes  No
- c. Does the Corporation operate a trust account? Yes  No
- i. If Yes, does the Corporation employ an independent and qualified accountant to audit that trust account? Yes  No

### 11. Claims history

*For the purpose of answering this question, please note that reference to "Corporation" includes all of its past and current subsidiaries.*

- a. Has any claim ever been made or civil, criminal or regulatory proceedings brought against the Corporation or any Insured Person (whether as Insured Persons of the Corporation or any other entity), in respect of the risks of the kind to which this Proposal Form relates? Yes  No
- b. Has any Insured Person ever received a notice to attend an official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body or institution, in respect of the risks of the kind to which this Proposal Form relates? Yes  No
- c. During the past 5 years has the Corporation suffered any loss as a result of any dishonest or fraudulent act of any Insured Person, in respect of the risks of the kind to which this Proposal Form relates? Yes  No
- d. During the past five years has the Corporation or any Insured Person had any fine or penalty or infringement notice (other than for traffic offences) imposed by any Federal, State, Territory or local government or other regulatory authority, in respect of the risks of the kind to which this Proposal Form relates? Yes  No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

**12. Known circumstances**

For the purpose of answering this question, please note that reference to "Corporation" includes all of its past and current subsidiaries.

**After enquiry**, are any of the Insured Persons aware of any act, omission, conduct, fact, event, circumstance or matter which might reasonably be expected to:

- a. give rise to a claim or lead to civil or criminal proceedings against the Corporation or any Insured Person? Yes  No
- b. result in the Corporation or any Insured Person being required to attend an official investigation, examination, inquiry or other proceedings? Yes  No
- c. give rise to a fine or penalty being imposed on the Corporation or any Insured Person (other than for traffic offences) by a Federal, State, Territory or local government or other regulatory authority? Yes  No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

**It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.**

**13. Details of Corporation Liability Insurance coverage requested**

Limit of Liability	Maximum Aggregate Limit of Liability	Tick options required
1. \$ 1,000,000 any one Claim\	\$ 2,000,000 in the aggregate	<input type="checkbox"/>
2. \$ 5,000,000 any one Claim\	\$ 10,000,000 in the aggregate	<input type="checkbox"/>
3. \$ 10,000,000 any one Claim\	\$ 20,000,000 in the aggregate	<input type="checkbox"/>
4. \$ any one Claim\	\$ in the aggregate	<input type="checkbox"/> Other

**Excess:** \$2,000  \$5,000  \$10,000

**14. Current insurance**

- a. Does the Corporation currently hold any Corporation / Corporation Liability Insurance, Directors and Officers Liability Insurance, Professional Indemnity Insurance or Employment Practice Liability Insurance? Yes  No

If Yes, please provide details

Insurer	Limit
Excess	Policy Period

- b. Has any insurer, in respect of the risks to which this Proposal Form relates, ever (due to factors that related to the assessment of the particular risk):

- i. declined a proposal, refused renewal or terminated an insurance? Yes  No
- ii. required an increased premium or imposed special conditions? Yes  No
- iii. declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes  No

If Yes to i, ii or iii, please provide details

## Declaration

I/We the undersigned declare that:

- i. I am/we are authorised by each of the Proposers to sign this Proposal Form; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Proposal Form has been withheld; and
- iv. I/we have read and understood the **notices** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
- v. I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- vi. I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- viii. I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- ix. Except where indicated to the contrary, we understand that any statement made in this Proposal Form will be treated by Vero as a statement made by all persons to be insured; and
- x. I/we have read Vero's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Proposers for the purposes shown in the Privacy Statement.

Signed	<input type="text"/>		Signed	<input type="text"/>			
Title	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Title	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>
Corporation	<input type="text"/>						

### **NB: To be signed by the Chairman/President and one other Insured Person**

We recommend that you keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this contract.

### **How to contact Australian Professional Risk Brokers Pty Ltd**

#### **Queensland**

#### **Contact:**

Matthew McPhee or Melinda Farlow

Level 6, 300 Adelaide Street

Brisbane, QLD 4000

Tel 07 3031 1670

Fax 07 3031 1678