



## Professional Indemnity Insurance

# Confidence is built on trust; trust Aon when it comes to your insurance

Aon's professional indemnity policy covers members of LEADR for your:

- legal defence costs,
  - compensation, and
  - legal costs to be paid to the claimant;
- following allegations of professional wrongdoing by you in the course of providing services.

### Who is covered?

The Insurer has agreed to provide cover for sole practitioners who operate under a Company name. The Insurer is unable to extend cover for companies that have more than one member operating under a Company structure. We can assist these members by providing a competitive stand alone cover.

### Key features

Up to \$5M cover for any one claim <sup>(1)</sup>

Cover for past activities

\$125 per year - inclusive of all charges <sup>(2)</sup>

(1) To keep the price at the low \$125, the master policy caps the total number of claims paid in one year at \$10M.

(2) The premium includes GST, an administration fee (\$15 administration fee is payable to LEADR) and stamp duty. A tax invoice for the purpose of claiming any input tax credits will be issued when we receive your payment.

### What activities am I covered for?

Mediation, Adjudication, Arbitration, Dispute Resolution, Conflict Management, Facilitation, Community Engagement, Training, Human Resource Management Consultancy, Coaching and Counselling.

### Is there any excess?

Yes. The excess is \$5,000 inclusive of legal fees.

### Are there any additional covers?

Yes, you are automatically covered for:

- Libel and slander
- Intellectual property
- Lost documents
- Fraud & dishonesty
- Joint venture liability
- Fidelity cover to \$50,000 (misappropriation of funds)
- Cover for past activities – 1 January 2000 retroactive date

### What happens if I retire or cease to operate?

The Policy provides free run-off cover for members (sole practitioners who have ceased to practice). This is on the basis that LEADR Master Policy is renewed each year. If the Master Policy is not renewed or is replaced with another Insurer run-off cover will not be applicable.

### Need help?

**Kerry Howson**  
Account Broker  
(08) 8100 0627

**Tia Hutchings**  
Account Executive  
(08) 8301 1186

**Wayne Trezona**  
Account Manager  
(08) 8301 1170

## 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 which you know, or could reasonably be expected to know, 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 insurance.

Your duty however does not require disclosure of a matter

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, 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.

#### Comment

*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 Policy

This proposal is for a "claims made" 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 hereunder 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. 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.

### 4. 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.

### 5. Claims Notification

If you become aware of a claim or of circumstances that could give rise to a claim in the further, 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 'circumstance' and you do not notify them during the policy period, you could be left uninsured or facing a reduced payment from your insurer in respect of that claim or any future related claim.

## Privacy Statement

### Aon's Privacy Statement

Aon has always valued the privacy of personal information. If you would like a copy of our Privacy Policy, you can contact us or access it from our website at [www.aon.com.au](http://www.aon.com.au).

### DUAL Australia Privacy Statement

DUAL Australia Pty Ltd is bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendments (Privacy Sector) Act 2000 regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We will use the information you provide in this Proposal Form (including any supplementary documentation) to consider your application for insurance, to determine policy terms, to assess a claim etc.

We may disclose your personal information to third parties who we believe are necessary to assist us. These third parties will only use your personal information for the purpose we provided it to them (or if required by law). We may also be required to disclose your personal information to others for the purposes of public safety and/or law enforcement.



# Proposal form for Professional Indemnity Insurance for Members of LEADR

Please complete and return this form with your cheque or credit card payment to Aon at the address shown overleaf.

This insurance provides cover for:

- **Professional indemnity** for up to \$5,000,000 any one period of insurance
- **Fidelity guarantee** for up to \$50,000 any one period of insurance

The premium per year stated below includes GST, stamp duty and an administration fee.

**\$125 for 12 months**

## Personal details

Your name and/or the name of the company to be covered by this policy (ie. the insured).

\_\_\_\_\_

\_\_\_\_\_

Your address

\_\_\_\_\_

Address Line 1

\_\_\_\_\_

Address Line 2

\_\_\_\_\_

Suburb

\_\_\_\_\_

State

\_\_\_\_\_

Email address

\_\_\_\_\_

Postcode

\_\_\_\_\_

Phone

( ) \_\_\_\_\_

Facsimile

( ) \_\_\_\_\_

**LEADR Member Number:** \_\_\_\_\_

### 1. Period of insurance

/   /   to 30 September 2007  
Date Month Year

### 3. Premium

The \$125.00 premium for this insurance applies for a 12-month period up to 30 September 2007. If you purchase this insurance after January 2007, the premium may be reduced to reflect a shorter period (e.g. nine months or less) that you will be covered. Please tick the box below to indicate the premium that reflects when your insurance commenced (as shown above).

You will pay:	If your policy starts in the period
<input type="checkbox"/> \$125 (or 100%)	September to December
<input type="checkbox"/> \$93.75 (or 75%)	January to March

You will pay:	If your policy starts in the period
<input type="checkbox"/> \$62.50 (or 50%)	April to August

### 4. Questions for applicant

- Have any professional indemnity or fidelity guarantee claims ever been made against you or your predecessors in business or any present or former partner/director/staff? Yes  No
- Are any of the partners/directors/staff, AFTER ENQUIRY, aware of any circumstances which may result in any claim against you or your predecessors in business or any present or former partner/director/staff? Yes  No

If you have answered YES to any of the above questions, please provide full details on a separate sheet of paper.

**PLEASE TURN OVER**

