

Combined liability

Proposal form

Important Information

Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are a natural person, a different duty of disclosure to the one set out above applies to you.

Please contact us so that you can be informed of the duty of disclosure that applies to you.

Privacy Statement

What information do we collect and how do we use it?

When we arrange insurance on your behalf, we only ask you for the information we need and we only use the information that we collect for the primary purpose(s) for which we collect it. These are:

- Providing quotes for insurance cover (including obtaining risk carrier confirmation where necessary);
- Issuing insurance policies;
- Handling claims under insurance policies;
- Providing information about insurance matters;
- Dealing with brokers, risk carriers and reinsurers; and
- Operating our business.

This can include a broad range of information ranging from your name, address, contact details, age to other information about your personal affairs including your financial situation, health and wellbeing.

Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia. For example, if we seek insurance terms from an overseas insurer (e.g. various Underwriters at Lloyd's), your personal information may be disclosed to the insurer. If this is likely to happen, we inform you of where the insurer is located, if it is possible to do so.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, e.g. loss adjusters, medical brokers etc.) to enable it to consider your claim. Again, this information may be passed on to reinsurers.

What if you don't provide some information to us?

We can only fully arrange your insurance or assist you with a claim, if we have all relevant information. The insurance laws require you to provide us with the information we need in order to be able to decide whether to insure you and on what terms. You have a duty to disclose the information which is relevant to our decision to insure you.

When do we disclose your information overseas?

If you ask us to seek insurance terms, we may place your business with Lloyd's of London or an overseas insurer located outside Australia. They will require you to disclose information to them to enable them to make a decision about whether to insure you.

We will tell you at time of arranging your insurance if the insurer is overseas and in which country the insurer is located. If the insurer is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to that insurer.

Disclosing personal information on applications for insurance with various Underwriters at Lloyd's, or with insurers that operate within the companies market, will be permissible because the European Union (EU) data protection laws provide comprehensive protection for the personal information of insureds which is similar to the APPs and you can pursue your rights if there is a failure to comply with those laws.

Australian and overseas insurers acquire reinsurance from reinsurance companies that are located throughout the world, so in some cases your information may be disclosed to them for assessment of risks and in order to provide reinsurance to your insurer. We do not make this disclosure, this made by the insurer (if necessary) for the placement for their reinsurance program.

We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. These policy administration providers and underwriting systems may be supported and maintained by organisations overseas and your information may be disclosed to those organisations. Please note that The Privacy Act and APPs may not apply to these organisations.

How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We hold the information we collect from you in a working file, which when completed is securely stored electronically. We scan all paper documents and then shred originals.

We ensure that your information is safe by protecting it from unauthorised access, modification and disclosure. We maintain physical security over our paper and electronic data and premises, by using locks and security systems. We also maintain computer and network security; for example, we use firewalls (security measures for the Internet) and other security systems such as user identifiers and passwords to control access to computer systems where your information is stored.

Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others.

We may need to provide your information to contractors who supply services to us, for example to handle mailings on our behalf, external data storage providers or to other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event. We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. However, we will take reasonable measures to ensure that they protect your information as required under The Privacy Act.

We may provide your information to others if we are required to do so by law, you consent to the disclosure or under some unusual other circumstances which The Privacy Act permits.

How can you check, update or change the information we are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal information, please write to our Privacy Officer at CFC Underwriting, as they are responsible for all matters to do with privacy

We do not charge for receiving a request for access to personal information or for complying with a correction request. Where the information requested is not a straightforward issue and will involve a considerable amount of time, then a charge will need to be confirmed for responding to the request for the information.

In some limited cases, we may need to refuse access to your information, or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and the reasons for our refusal.

What happens if you want to complain?

If you have concerns about whether we have complied with The Privacy Act or this Privacy Policy when collecting or handling your personal information, please contact the Privacy Officer at CFC Underwriting's business address within this document.

Your complaint will be considered by us through our Internal Complaints Resolution Process. We will acknowledge your complaint within 24 hours and we will respond with a decision within 30 days of you making the complaint. If we need to investigate your complaint and require further time, we will work with you to agree to an appropriate timeframe to investigate. We will provide you with information concerning referring your complaint to the Australian Financial Complaints Authority (AFCA) if we cannot resolve your complaint.

Your consent

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above.

How to contact us

If you have a complaint or would like more information, please contact our compliance team on 03 9654 6100 or email compliance@cfc.com or contact the Privacy Officer at CFC Underwriting's business address:
Level 18, 140 William Street, Melbourne VIC 3000.

Our privacy policy and complaints process are available on our website cfc.com/en-au

Claims made

This Proposal may relate to a policy being issued on a claims made and notified basis. This means that the policy only covers claims first made against the Insured during insurance period and notified in writing during the insurance period. The policy does not provide cover for any claims made against the Insured during the insurance period if at any time prior to the commencement of the insurance period the Insured was aware of facts which might give rise to those claims being made against the Insured.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where the Insured gives notice in writing to the insurer during the insurance period of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the insurance period has expired.

Alteration of risk and deregistration

Any policy issued as a result of this proposal may require you to notify the insurer of any material change in the nature of your business/the risk as outlined in this proposal form. You should check the requirements of the policy in relation to this requirement.

Terms used in this proposal form

The terms, insured, proposer, proposed inured, policy holder and you whenever used in this proposal form (and any addendum/s to this proposal form) shall mean the insured for which coverage is proposed under this proposal form (and any addendum/s to this proposal form).

The term insured has the same meaning in the proposal form (and any addendum/s to the proposal form) as in the policy.

Contacting us

CFC Underwriting Pty Ltd (ABN 68 139 214 323) (AFSL 407780) ("CFC Underwriting") has its head office in Melbourne, with additional offices in Sydney, Brisbane and Perth.

If you have any queries in relation to your policy or this document, you can contact CFC Underwriting in any of the following ways:

Postal Address: Level 18, 140 William Street, Melbourne VIC 3000
Tel: +61 3 9654 6100
Email: enquiries.au@cfc.com

1. Insured details

Legal name and trading names (if any):

Street:

Suburb: State: Postcode:

Other business locations:

Telephone number: Email address:

Website address:

ABN: ACN: Date established: / /

Is the Insured registered for GST? ☐ Yes ☐ No

2. Business description

Please provide a detailed business description including the Insured's professional services which are required to be covered by this policy:

3. General information

Does the Insured have operations outside of Australia? ☐ Yes ☐ No

If **YES**, does the Insured have operations in the USA/Canada? ☐ Yes ☐ No

If **YES**, please provide further details:

Within the past 10 years has any claim been made against the Insured or any of its subsidiaries or any principal, partner, director (either as a principal, partner or director of the Insured or any of its subsidiaries, or of any previous business), consultant or employee in respect of the risks to which this Proposal relates? ☐ Yes ☐ No

If **YES** to the above, please provide further details of each Claim, Claim amount and any payments.

After enquiry, is the Insured aware of any facts or circumstances which might afford valid grounds for any future Claim(s) or which would indicate the probability of any such Claim(s) under any section of the cover for which it has applied? ☐ Yes ☐ No

Within the last 10 years, has the Insured been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory body, or any other party? ☐ Yes ☐ No

Within the last 10 years, has the Insured discovered any losses from employee dishonesty, burglary, robbery, disappearances, destruction or forgery? ☐ Yes ☐ No

Has the Insured been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which it has applied? ☐ Yes ☐ No

Have any Claims ever been made against the Insured or any of its directors, officers or employees for wrongful termination, discrimination, intimidation or sexual harassment? ☐ Yes ☐ No

In the past 10 years, has the Insured had any fine or penalty imposed by, or been served an infringement, improvement or prohibition notice or enforcement order by a Federal, State, Local Government or Regulatory Authority? ☐ Yes ☐ No

In the past 10 years, has the Insured had a Workplace or Environmental incident (including a workplace fatality, serious injury or dangerous incident) that either required notification to or warranted investigation by a Regulatory Authority or a compulsory requirement to attend any hearing, inquiry, prosecution or other commission? ☐ Yes ☐ No

Have any of the principals, partners or directors of the Insured ever been declared bankrupt, been involved in a company or business which became insolvent or subject to any form of insolvency administration, been convicted of any criminal offence or pecuniary penalty (exceeding $5,000) or any other matters that should be disclosed? ☐ Yes ☐ No

Has the Insured ever had any Insurer decline a proposal or cancel or refuse professional indemnity, general liability or management liability insurance? ☐ Yes ☐ No

If **YES**, please provide full details:

Does the Insured have any professional indemnity, general liability and/or management liability insurance cover currently in place? ☐ Yes ☐ No

If **YES**, please provide details:

	Professional Indemnity	General Liability	Management Liability
a. Name of the Insurer			
b. Limit of Indemnity			
c. Deductible/Excess			
d. Expiry date of the Policy			
e. Retroactive date			

4. Financial information

Income details

Please provide a breakdown of the Insured's gross fees/income by professional business by stating the whole amounts in Australian Dollars ($) and the percentage (Should the Insured's profession be an accountant, an architect, an engineer, a surveyor or in the property industry, please complete the relevant Addendum Questionnaire):

Professional Business	Percentage split %	Last complete financial year ended (mm/yy) /	Estimated current financial year ended (mm/yy) /	Estimated next financial year ended (mm/yy) /

In respect of the **last complete financial year** gross fees/income, please provide a breakdown by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

In respect of the **estimated next financial year** gross fees/income, please provide a breakdown by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

For any overseas income, please provide full details below:

New South Wales Stamp Duty Exemption:

(tick box if applicable)

☐ The Insured is a CGT small business as defined within the meaning of the Income Tax Assessment Act 1997 (of the Commonwealth) at the time that the contract of insurance is renewed.

Important - only applies to:

- Insureds with turnover in NSW and who meet definition of a CGT small business
- Professional Indemnity and Public and Product Liability Insurance

In respect of the **last complete financial year** please provide the following information:

Gross Total Revenue:	$	
Net profit:	$	
Gross Total Assets:	$	
Gross Total Liabilities:	$	

Please provide details of the five largest contracts or projects undertaken by the Insured:

Project description / contract	Fees/income $	Project value $	Date completed (DD/MM/YY)
			/ /
			/ /
			/ /
			/ /
			/ /

5. Employee information

Please provide number of employees by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total

Number of principals, partners, directors:	
Number of qualified employees:	
Annual wages:	

Please provide the following details for each Insured's principals, partners or directors:

Name	Age	Qualifications	Date qualified (DD/MM/YY)	No. years of this practice
			/ /	
			/ /	
			/ /	
			/ /	
			/ /	

If previous business cover is required, please complete the following details:

Name of principal, director or partner requiring this coverage	Date left previous business (DD/MM/YY)	Is the Insured aware of any claims or circumstances against the previous business? If YES, please provide details
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	

Does the Insured have written procedures, contracts of employment, personnel files, and an employee handbook? ☐ Yes ☐ No

Does the Insured minute all grievance and disciplinary hearings? ☐ Yes ☐ No

Does the Insured expect there to be any redundancies or other reductions amongst its employees in the next 24 months? ☐ Yes ☐ No

Has there been more than 10% of the employees of the Insured resign, or made redundant, or dismissed during the last 24 months? ☐ Yes ☐ No

If **YES** to the above, do you anticipate any grievances relating to any of the above resignations, redundancies or dismissals? ☐ Yes ☐ No ☐ N/A

If **YES**, please provide further information:

Does the Insured plan to make any amendments to the employee benefits package in the next 24 months or has done so during the last 24 months? ☐ Yes ☐ No

Was the professional business conducted at the previous firm as per the details mentioned in 2. Business description? ☐ Yes ☐ No

If **NO**, please provide further details of the Insured's professional business while working at the previous firm:

Is the Insured covered under the previous business policy? ☐ Yes ☐ No

If **YES**, please provide further details:

6. General liability

Please provide the approximate percentage of work conducted in the following categories:

	Actual past 12 months	Estimated next 12 months
Office based		
Work at own premises		
Work away from own premises		

Does the Insured undertake any manual work? ☐ Yes ☐ No

Does the Insured supervise any manual labour/workers? ☐ Yes ☐ No

Does the Insured use contractors and/or subcontractors to perform work in their business? ☐ Yes ☐ No

What are the estimated annual payments?	$	

What are the services/activities provided by the contractors/subcontractors?

Are contractors/subcontractors required to carry their own insurance for:

a. General (public) Liability? ☐ Yes ☐ No

b. Workers compensation? ☐ Yes ☐ No

Does the Insured use labour hire personnel supplied by labour hire companies in their business? ☐ Yes ☐ No

If **YES**, please provide details:

Company	Type of work/occupation	Annual payments

7. Limit of Indemnity required

Part A - Professional Indemnity

a. $250,000 ☐
b. $500,000 ☐
c. $750,000 ☐
d. $1,000,000 ☐
e. $2,000,000 ☐
f. $4,000,000 ☐
g. $5,000,000 ☐
h. $10,000,000 ☐
i. Other: ☐ $

Part B - General Liability

a. $5,000,000 ☐
b. $10,000,000 ☐
c. $20,000,000 ☐
d. Other: ☐ $

Part C - ManagementLiability

a. $1,000,000 ☐
b. $2,000,000 ☐
c. $5,000,000 ☐
d. Other: ☐ $

Declaration

Signing this Proposal form does not bind CFC Underwriting or any insurer to enter into an insurance contract.

After making full and appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal
- I have read and understood the Important Information section of this Proposal
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the CFC Underwriting Pty Ltd Privacy Statement
- I confirm that the statements and information in this Proposal are true and complete
- I understand all information requested in the Proposal is material
- I provide consent consistent with the Privacy Statement outlined in the Important Information section
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform CFC Underwriting Pty Ltd of any change to the information contained in this Proposal

To be signed by the Insured for whom this insurance is intended for

Signature:

Name:

Position:

Date (DD/MM/YY) / /