



Combined Liability & Professional Indemnity Proposal Form

Underwritten by:



PLEASE ENSURE YOU HAVE READ AND UNDERSTAND THE IMPORTANT NOTICES SECTION LOCATED ON THE LAST PAGE OF THIS DOCUMENT, PRIOR TO SUBMITTING THE COMPLETED PROPOSAL FORM TO OUR OFFICE. ANY DECISION TO OFFER INSURANCE WILL BE BASED ON THE INFORMATION YOU PROVIDE US IN THIS PROPOSAL FORM.

Period of Cover	At 4pm local time
	If you do not specify a date we will commence your insurance policy effective the date we receive the completed proposal. Your start date must be within 30 days of when it's received and cannot be backdated.

Insured Information			
Full Name-or Company Name			
Trading Name (if applicable)			
ABN Number			
Residential/Postal Address			
Phone Number			
Mobile Number			
Email Address			
Website Address			
Are you a permanent resident of Australia or New Zealand?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If NO, please advise VISA class
If NO, Please advise your Place of Citizenship			If NO, please advise VISA expiry

Business Information			
Sole Trader/Individual	<input type="checkbox"/>	Company Pty Ltd	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Trust	<input type="checkbox"/>
Estimated Gross Annual Turnover (before outgoings)	\$		
Number of qualified staff and/or contractors		Total number of Staff including Directors	

Association Information	
Primary Association	
Association membership No#	
List Additional Associations here	

Qualified Modalities	
To be qualified you must be officially recognised as being trained to perform the modalities in which you are seeking to be insured. Acceptable qualifications come from Government Bodies, Registered Training Organisations and schools that have been approved and on our accredited list. Certificates of attendance or participation do not constitute a qualification.	
Modality	Percentage of working time (Must equal 100%)
Total %	100%

Student Modalities

Only complete this section if you are currently studying modalities

Modality	Date due to be completed
Any modalities where you are still a student are subject to Exclusion 2, Section 3 of our policy wording	

Limit of Public & Products Liability	Limit of Professional Indemnity	Choose your limit (tick one)
\$10,000,000	\$1,000,000	<input type="checkbox"/>
\$10,000,000	\$2,000,000	<input type="checkbox"/>
\$10,000,000	\$5,000,000	<input type="checkbox"/>
\$10,000,000	\$10,000,000	<input type="checkbox"/>
\$20,000,000	\$1,000,000	<input type="checkbox"/>
\$20,000,000	\$2,000,000	<input type="checkbox"/>
\$20,000,000	\$5,000,000	<input type="checkbox"/>
\$20,000,000	\$10,000,000	<input type="checkbox"/>

Teacher/Training				
Do you teach students to become practitioners?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
What percentage (%) of time do you teach? <small>Teaching over 10% will attract an increase in premium</small>	0-10%	10-30%	30-50%	50%+
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Products		
If you are mixing or creating herbs, oils and items of that nature which directly relate to your modality, these questions do not apply. Please note this policy excludes cover for the USA & Canada.		
Do you sell or make products?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Are all the products you make or sell directly related to your insured modalities?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Do you turnover more than \$50,000 from any products that you make or sell? <small>Turnover \$50,000 will need to be referred to the insurer</small>	<\$50,000	<input type="checkbox"/>
	>\$50,000	<input type="checkbox"/>
Please provide details on the products sold		

Optional Extension – Retrospective Cover

If you hold an existing 'claims made' insurance policy with another broker, Arthur J. Gallagher can insure you from the original start date of that policy and provide you with an 'occurrence based' insurance policy. Please note you cannot have had a break in cover for retrospective to apply, please read the policy wording for more details.
***not applicable if you have not had previous insurance The additional premium for this cover is \$25 plus GST and Stamp Duty only payable in the first 12 months of insurance**

Do you wish to take out the optional extension for Retrospective Cover?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, what is the name of your current insurer?		
What is the original start date of that policy?*		
*Required to take out this section		
What is the expiry date of that policy?*		
*Required to take out this section		

Optional Extension – Legal Expenses

This option provides additional benefits including up to \$25,000 in total in respect of legal costs and expenses arising from specific events, namely disputes about: Employment Contracts, Employers Prosecution Defence, Contracts, the Trade Practices Act, your Right to Practice and Attendance for jury service. Please read the policy wording for more details.
The additional premium for this cover is \$40 per year plus GST and Stamp Duty

Do you wish to take out the optional extension for Legal Expenses?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, what is the name of your current insurer?		
What is the original start date of that policy?*		
*Required to take out this section		
What is the expiry date of that policy?*		
*Required to take out this section		

Optional Extension – General Property

This option extends to cover any business related items (excludes Cash) covering your items Australia wide for Fire, theft and Damage. Please read the policy wording for more details.
**The additional premium for this cover is \$25 + GST and Stamp Duty per \$1000 of cover requested
 Tablets & Mobile Phones etc. is \$40 + GST & Stamp Duty per \$1,000 of cover requested**

Do you wish to take out the optional extension for General Property?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Item description	Sum Insured (any 1 item over \$1000 must be specified or a group similar items with a total value)	
Total	\$	

Claims Questions

After full enquiry, are you, or have you been aware of any:

a). Claim having been made against you, any of the practitioners, employees or contactors employed by you or any of your business partners?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b). Circumstances which could give rise to a claim against you, your employees, contactors or business partners in the future?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c). Have you ever made a claim for property loss, theft, machinery, electronic equipment or damage in respect of which cover is being sought?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d). Have you or any person covered by this insurance ever had any insurance declined, cancelled, renewal refused, special conditions imposed, special excess imposed or a claim rejected?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
e). Have you been declared bankrupt or been a director of officer of a company that was put into receivership, administration or liquidation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
f). Have you been charged or convicted of any criminal offence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered **YES** to any of the above questions please provide full details:

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Declaration

After enquiry, I declare that:

1. I have made all necessary enquiries into the accuracy of the responses given in this Proposal.
2. The statements and particulars given in this Proposal are true and complete, and no material facts have been omitted, misstated or suppressed.
3. Should any of the information given by me alter between the date of this Proposal and the inception date of any Insurance Policy, I will give immediate notice thereof to Insurer(s) via Arthur J. Gallagher, and I agree that Insurer(s) may alter or withdraw the terms that they have offered.
4. I agree that if there are any changes during the Policy Period to the modalities I want covered I will promptly notify Insurer(s) via Arthur J. Gallagher.
5. I have read and understood the Important Notices contained in this Proposal.
6. I agree that this Proposal, together with any additional information contained in an appendix or attachment, will form the basis of the contract of insurance effected by Insurer(s).
7. I agree that submitting this Proposal for the purposes of obtaining a quotation does not bind Insurer(s) to complete an Insurance Policy.
8. I will provide Insurer(s) with notice via Arthur J. Gallagher as soon as practicable of any fact or circumstance that might give rise to a Claim and furnish all relevant documentation to Insurer(s) in the investigation or defence of any Claim.
9. Insurer(s) are hereby authorised to make any investigation and enquiry in connection with this Statement of Fact that they deem necessary.
10. I have read and understood the Your Privacy section of this Proposal and the further information available at [We Respect Your Privacy](#) and I consent to the collection, use and disclosure of personal information about me in the manner described (including discussing any information about me with any approved association which I am a member of).

I have read and understood the Duty Of Disclosure	<input type="checkbox"/>
I have read and understood the We Respect Your Privacy	<input type="checkbox"/>
I have read and understood the Read our Financial Services	<input type="checkbox"/>

To speed up the process are we able to email your documentation to you? Please confirm if you wish to receive documents by email.

I agree to receive my documentation and further correspondence by email	<input type="checkbox"/>
Please do not send my documents or any correspondence by email	<input type="checkbox"/>

Important notices

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984 (Cth), 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 about insuring you and if so, on what terms. Your duty does not require disclosures of matters:

- That diminish the risk;
- That are of common knowledge;
- That the Insurer knows, or in the ordinary course of its business as an insurer, ought to know;
- As to which compliance with your duty of disclosure is waived by the Insurer.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Non-Disclosure

If you fail to comply with your [Duty of Disclosure](#), the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may cancel the policy. If your no-disclosure is fraudulent the Insurer may avoid the policy from its inception. This is why it is vital that enquiry must be made of all relevant principals, directors, employees, contractors, and subsidiaries before this Proposal is signed by or on behalf of the prospective Insured.

Your Privacy

The privacy of customers of Arthur J. Gallagher & Co (Aus) Limited is important. Arthur J. Gallagher is bound by obligations under privacy laws including the Australian Privacy Principles and the Privacy Act 1988 (Cth). The way in which Arthur J. Gallagher collects, uses, discloses and stores personal information about its customers is set out in its privacy policy available at [We Respect Your Privacy](#).

The personal information you provide in this Proposal is collected and held by Arthur J. Gallagher so that it can assess and administer products and services to you, including but not limited to processing your application for insurance under this Proposal. If you choose not to provide your personal information Arthur J. Gallagher may not be able to process your insurance application or administer your account.

Arthur J. Gallagher discloses relevant personal information to external organisations that help provide their services and may also disclose some of your personal information to other parties when required to do so to provide Arthur J. Gallagher's products and services. This may include discussing your personal information with any approved association which you are a member of for the purposes of determining on inception of any policy of insurance, and/or any renewal of such policy of insurance, whether you are a fully paid up member of an approved association and whether you are entitled to any discounted insurance provided by Arthur J. Gallagher.

Utmost good faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other with the utmost food faith. Failure to do so on your part may prejudice any claim of the continuation of cover provided to the insurer.

Change of Circumstance

It is vital that you advise us of any departure from your "normal" form of business (i.e. the business details that have been advised to your Insurer). For example, any change to business activities, ownership, acquisitions, changes in location, or new overseas activities.

Subrogation

You may prejudice your rights with regard to a claims if, without prior agreement from the Insurer, you make an agreement with a third party that will prevent the Insurer from recovering the loss from that party of another party.

Under insurance

Your property is insured for reinstatement and replacement costs and as such the Insured amounts should represent the full replacement value at new costs. If this is not done any claim you make for these costs may not be paid in full.

BINDING AUTHORITY

In effecting this contract of insurance Arthur J. Gallagher & Co. (Aus) Limited is or will be acting under an authority given to it by Berkley Insurance Australia to effect the contract. Arthur J. Gallagher & Co. (Aus) Limited will be effecting the contract of insurance as agents of Berkley Insurance Australia and not of you as the Insured. Arthur J. Gallagher & Co. (Aus) Limited is authorised to provide Specialty Risks under this authority.

Please be advised that we do include a broker fee and receive remuneration from your policy.

Signature of the Insured		Date
	I accept the terms and conditions of this proposal electronically on.	