

**BusinessGuard<sup>®</sup>**

*Insurance Brokers  
Professional Liability Insurance  
Proposal Form*

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**AIG<sup>®</sup> AIG Australia**

# AIG Proposal Form

American Home Assurance Company ABN 67 007 483 267 AFSL No 230903 incorporated with limited liability in the USA is a member company of American International Group, Inc. (AIG).

**Melbourne:** 549 St. Kilda Road, VIC 3004 (03) 9522 4000  
**Sydney:** Citigroup Centre, Level 19, 2 Park Street, NSW 2000 (02) 9240 1711  
**Brisbane:** 10 Eagle Street, QLD 4000 (07) 3220 0700  
**Perth:** 77 St. George's Terrace, WA 6000 (08) 9421 3300

## Important Notice

### Claims-Made and Notified Insurance

This policy is issued by American Home Assurance Company on a claims-made and notified basis. This means that the policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. The policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you give notice in writing to the insurer of facts that might give rise to a Claim against you as soon as is reasonably practicable after you become aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it is made after the Policy Period has expired.

This policy contains a "Prior Claims/Circumstances" Exclusion for loss in connection with any claim:

- a. made prior to or pending at the inception of this policy; or
- b. arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim.

This policy does not provide cover for Claims arising from any Wrongful Acts which take place before the Retroactive Date.

### Your Duty of Disclosure

Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty 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 the insurance and, if so, upon 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.

However, your duty of disclosure does not require you to disclose matters:

- a. that diminish the risk to be undertaken by the insurer;
- b. that are of common knowledge;
- c. that your insurer knows, or in the ordinary course of its business,

ought to know;

- d. as to which compliance with your duty of disclosure is waived by the insurer.

Your duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

### Consequences of 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.

### Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation where you are a party to an agreement which excludes or limits insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

### Privacy Consent and Disclosure

AIG Australia is a wholly owned subsidiary of the American International Group (AIG). AIG Australia has adopted the National Privacy Principles. The National Privacy Principles apply to any personal information collected by AIG Australia.

### Purpose of Collection

AIG Australia collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service. You have a duty under the Insurance Contracts Act 1984 to disclose certain information. Failure to comply with your Duty of Disclosure or to provide certain information may result in AIG Australia either declining cover, cancelling your insurance cover or reducing the level of cover.

In the course of administering your Policy we may disclose your information to:

- a. another member of the AIG group of companies either in Australia or overseas;
- b. contractors or third party providers providing services related to the administration and sale of your Policy;
- c. banks and financial institutions for the purpose of processing your application and obtaining policy payments;
- d. in the event of a claim, assessors,

third party administrators, emergency providers, and medical providers.

We will only disclose your personal information to these parties for the primary purpose for which it was collected. In some circumstances AIG Australia is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

### Access To Your Information

You may gain access to your personal information by submitting a written request to AIG Australia.

In some circumstances, AIG Australia may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

AIG Australia has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however we reserve the right to charge for access requests in limited circumstances.

If you feel you have a complaint about AIG Australia's Information Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, AIG Australia, 549 St Kilda Road, Melbourne, or e-mail

[australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to AIG Australia's Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint. Should your complaint not be resolved by AIG Australia's internal dispute resolution process, you may take your complaint to the Privacy Commissioner for review of the determination.

## Details Of Proposer

1. (a) Firm/Partnership/Company Name \_\_\_\_\_  
 (b) Trading Name \_\_\_\_\_  
 (c) ABN \_\_\_\_\_  
 (d) Contact Person \_\_\_\_\_  
 (e) Dun and Bradstreet Number \_\_\_\_\_  
 (f) If you intend to claim an Input Tax Credit for the premium paid for this policy, please specify the percentage of the premium you will be claiming: \_\_\_\_\_ %  
 (g) How long has the firm continually carried on business? \_\_\_\_\_

Firm's main office

Street Address \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Website \_\_\_\_\_ Email Address \_\_\_\_\_

2. (a) During the past 3 years has the:
- (i) name of the Firm changed?  Y  N
- (ii) Firm acquired, merged or taken over any other firm(s), or been acquired, merged or taken over by any other firm(s)?  Y  N
- (b) Is any acquisition, tender offer or merger pending or under consideration by the Firm?  Y  N
- (c) Is the Firm aware of any proposal relating to its acquisition by another company?  Y  N

*If "Yes" to any of the foregoing, please provide full details (use a separate sheet of your letter headed paper if insufficient room below), including confirmation of the position relating to past liabilities assumed by either party/firm(s).*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Please provide details of the current Partners/ Principals/Directors of the Firm:

Name of Partner/Principal/Director	Qualifications	Year Qualified	How many years as a Partner/Principal/Director	
			This Practice	Prev. Practice

*Use a separate sheet of your letter headed paper if insufficient room above.*

American Home Assurance Company ABN 67 007 483 267 AFSL 230903, trading as AIG Australia.

4. Please provide details of current staff numbers:

- (a) Partners/Principals/Directors \_\_\_\_\_
  - (b) Other qualified/technical personnel \_\_\_\_\_
  - (c) Administration & clerical personnel \_\_\_\_\_
- Total: \_\_\_\_\_

5. Is any Partner, Principal or Director of the Firm connected or associated (financially or otherwise) with any other practice or business?  Y  N

*If "Yes", please give details of the nature of the connection/association (use a separate sheet of your letter headed paper if insufficient room below).*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. To which Professional Associations/ Societies does the Firm belong to?

\_\_\_\_\_  
 \_\_\_\_\_

7. Please provide the total amount of the Firm's gross income/fees for the following periods:

Previous Financial Year	\$	_____
Current Financial Year	\$	_____
Coming Finance Year (est.)	\$	_____

8. Please provide a split of gross income/fees received for each of the following insurance classes:

Class	Percentage	Class	Percentage
Property Insurance/ISR	%	Heavy Motor	%
General / Excess Liability	%	Motor	%
Office / Business Packs	%	Personal Lines	%
Professional Lines	%	Life Insurance	%
Workers Compensation	%	Travel Insurance	%
Aviation	%	Marine Cargo	%
Personal Accident	%	Marine Hull	%
Other (please specify details of other lines in the space provided below)			%

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Have you ever, or do you intend to in the future, placed business with an  Y  N Unauthorised Foreign Insurer (UFI) or Direct Overseas Foreign Insurer (DOFI)? *If 'Yes' please complete the table below.*

Insurer	Country of Registration	Class/es of Insurance	Approximate no. of clients	Clients informed of Insurer's status? Y/N
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

10. Do you currently, or have you in the past, operated any binders on  Y  N behalf of insurers? *If 'Yes' please complete the table below.*

Insurer	Class/es of Insurance	Binder Authority Limit	Approx. no. of clients
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

11. When operating under a binder agreement do you always disclose that  Y  N you are acting as a representative of the insurer, rather than a representative of the client?

*If 'No' please provide additional information below explaining why not*

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12. Do you have a claims settlement authority from any insurer? *If 'Yes' please complete the table below.*  Y  N

Insurer	Class/es of Insurance	Binder Authority Limit	No. claims settled in last 12mths
1.			
2.			
3.			
4.			
5.			

13. (a) Are any of the Firm's business activities performed outside of Australia or provided to clients based outside of Australia?  Y  N

*If "Yes", please give details of the name of the client(s), the country they are located within and what service(s) are provided (use a separate sheet of your letter headed paper if insufficient room below).*

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- (b) Does the Firm have any subsidiary or assets within the USA or Canada?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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14. Is the Firm involved in any joint ventures?  Y  N

*If "Yes", please give details including the nature of the joint venture, the business activities provided by the Firm and the name(s) of the joint venture partners (use a separate sheet of your letter headed paper if insufficient room below).*

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15. (a) Are you a sole proprietor/practitioner?  Y  N

- (b) If "Yes" to the foregoing, what arrangements do you have to assist you during your temporary absence on business, leave, sickness, or unforeseen emergency?  Y  N

*Use a separate sheet of your letter headed paper if insufficient room below*

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16. Does the Firm issue any brochures (or other promotional material), code of ethics, annual report or the like? *If "Yes", please attach copies of each.*  Y  N

17. Does the Firm always use a standard written contract with clients? *If "Yes", please attach a sample copy together with any disclaimers or warranties used. Go to Question 18.*  Y  N

18. If "No" to the foregoing question, does the Firm use external legal counsel to review non-standard contracts with clients?  Y  N  
*If "No", please advise below in what circumstances are non-standard contracts used without external legal counsel review (use a separate sheet of your letter headed paper if insufficient room below).*

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19. Does the Firm operate any quality assurance systems or risk management programs?  Y  N  
*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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## Claims Information

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20. After enquiry of the Partners/Principals/Directors and employees, has there been or is there now pending a claim against the Firm, it's predecessors in business, or it's current or former Partners/ Principals/ Directors or employees for a breach of professional duty?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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21. After enquiry of the Partners/Principals/Directors and employees is the Firm aware, of any circumstance or incident which may give rise to a claim against the Firm or it's Partners/Principals/Directors or employees?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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22. After enquiry of the Partners/Principals/Directors and employees is the Firm aware, of any prosecution or investigation (actual or pending) of the Firm or any Partner/Principal/Director or employee under any International, Commonwealth, State or Local statute, legislation, regulation or By Law?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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23. After enquiry of the Partners/Principals/Directors and employees has the Firm or any Partner/Principal/Director or employee ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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## Details Of Insurance

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24. Does the Firm have Professional Indemnity Insurance currently in force that has been paid for?  Y  N

*If "Yes", please state*

(a) Insurer \_\_\_\_\_

(b) Indemnity Limit \_\_\_\_\_

(c) Expiry Date \_\_\_\_\_

25. Has the Firm ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance Policy?  Y  N

*If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).*

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26. Amount of Indemnity required (please tick)

\$1 million

\$5 million

\$2 million

Other - please state \_\_\_\_\_

\$3 million

27. Amount of self insured Retention you are prepared to carry (please tick)

\$5,000

\$50,000

\$10,000

Other - please state \_\_\_\_\_

\$20,000

*Optional Extension for Employment Practices Liability*

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28. a) Would you like a quotation for Employment Practices Liability coverage?  Y  N
- b) If 'Yes' has any Claim arising from employment practices liability ever been made against the Insured or, after enquiry of the Partners/Principals/Directors, is the Firm aware of any circumstances which may give rise to a Claim against the Firm or any its Partners/Principals/Directors or employees?  Y  N

*If "Yes", please supply the relevant details and advise what precautions have been taken to prevent a recurrence (use a separate sheet of your letter headed paper if insufficient room below).*

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*Optional Extension for Fidelity*

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29. a) Would the Firm like a quotation for Fidelity Insurance?  Y  N
- b) As at today's date, does the Firm currently have any fidelity guarantee/crime insurance?  Y  N
- If "Yes",
- a) Insurer \_\_\_\_\_
- b) Indemnity Limit \_\_\_\_\_
- c) Expiry Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- d) Deductible \_\_\_\_\_
- c) Has the Firm ever sustained any loss through the fraud or dishonesty of any employee, or after enquiry of the Partners/Principals/Directors, is the Firm aware of any circumstances which may give rise to a loss against the Firm?  Y  N

*If "Yes", please supply the relevant details and advise what precautions have been taken to prevent a recurrence (use a separate sheet of your letter headed paper if insufficient room below).*

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- d) Are monies, securities and/or negotiable instruments subject to dual control?  Y  N
- e) Is bank reconciliation carried out by someone not authorised to deposit into or withdraw from the bank accounts?  Y  N
- f) When recruiting or promoting Employees to positions or trust involving handling of stock, money, financial or treasury functions, does the Firm undertake checks into their employment history?  Y  N

## Stamp Duty Split

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30. For the purpose of calculating Stamp Duty please state the number of current staff (including directors/partners, full/part time and casual employees) located in each state:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

Total of all employees above: \_\_\_\_\_

## Declaration

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Please Note: Signing the Declaration does not bind the proposer or the Insurer to complete this insurance.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which this proposal relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice and Privacy Consent and Disclosure information contained in this proposal and that I have read and understood the content of them.

I confirm that I am authorised by the proposing Firm (and its partners/principals/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the Firm (and its partners/principals/directors if applicable).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_