

# HISTORIANS ASSOCIATION MEMBERS PROPOSAL FORM

In accordance with the provisions of the Insurance Contracts Act 1984 insurers are required to advise you of your responsibilities in relation to the disclosure of relevant information.

## 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 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, on what terms. You have the same duty to disclose those matters to the insurer before you renew, 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;
- That is common knowledge;
- That your insurer knows or, in the ordinary course of their business, 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 their 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.

**Your duty of disclosure also applies when you amend or vary a contract in any way.**

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984.

### 1. CLAIMS MADE

This is a claims made insurance contract, i.e. it only covers claims made against you and notified to insurers during the period of insurance. The Insurance Contracts Act 1984 provides that if you give us a notice in writing of 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 contract expires**, we are not relieved of liability under the contract in respect of a claim arising from those facts, by reason only that the claim was made against you after the contract expires.

### 2. RETROACTIVE LIABILITY

The contract does not provide cover in relation to events that occur before the commencement of the contract unless retroactive liability cover is requested in this proposal form AND THE CONTRACT IS EXTENDED accordingly.

### 3. AVERAGE PROVISION

One of the insuring provisions of the Professional Indemnity Contract of Insurance provides that where the amount required to dispose of a claim exceeds the limit of the sum insured in the contract the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the contract limit bears to the total amount required to dispose of the claim.

### 4. LIABILITY ASSUMED UNDER AGREEMENT

Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

### 5. UTMOST GOOD FAITH

The insurance contract is based on the utmost good faith requiring the insurer(s) and the proposer/insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

*Resource Underwriting Pacific Pty Ltd is conscious of its obligations under the **privacy** legislation and regulations relating to the way we can collect, use, keep secure and disclose personal information. We have developed a privacy policy which explains what sort of personal information we hold about you and what we do with that information.*

*Resource Underwriting Pacific Pty Ltd is also conscious of its obligations under the **General Insurance Code of Practice** (the Code) and is committed to complying with the Code's service standards in our dealings with you including the management of any complaint or dispute which might arise.*

*Please contact your Insurance Broker to obtain a copy of Resource Underwriting Pacific Pty Ltd's privacy policy or for further information about the Code. A copy of our privacy policy or further information about the Code may also be obtained from our offices in Melbourne or Sydney or from our website at [www.ruppl.com.au](http://www.ruppl.com.au)*

This proposal form must be completed by clearly printing in ink by the Proposer. All Questions must be answered to enable a quotation to be given. The completion and signature of this proposal does not bind the proposers or insurers to complete a contract of insurance.

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form.

Please provide a brochure, if possible and any standard contract terms, conditions, agreements or letters of appointment which you have with your clients.

1. (a) Name of Proposer(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) Street Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 \_\_\_\_\_
- (c) website: \_\_\_\_\_ e-mail address: \_\_\_\_\_
- (c) Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

2. Particulars of all Principals:

Name of Principal	Age	Qualifications	Years practising as Principal/Partner/Director		Disciplines Undertaken
			Current Business Practice	Previous Business Practice(s)	

3. Please provide total number of staff .....

4. Please give a clear description of your activities in full.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Division of Work.  
 Please categorise the activities described above (Q4) and indicate the percentage of work this represents to your total operation:

Nature of Work	Percentage
<b>Total</b>	<b>100%</b>

6. Please state the gross income received in the last financial year:

Year	AUS\$

7. Please provide the approximate percentage of your activities (based on fee income) applicable to each State, Territory and Overseas.

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

8. What is the largest annual income earned from a single client in the last 12 months? .....  
 Name of Client \_\_\_\_\_

9. Does the Proposer perform work outside Australia, or work for clients who are outside Australia?..... Yes  No   
**If Yes, please give details (i.e. work performed, countries involved and fee income of each)**

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

10. Is the Proposer a member of a Professional Body or Association?..... Yes  No   
**If Yes, please give details and membership status:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months?  
 ..... Yes  No   
**If Yes, please give details by way of an attachment.**

12. (a) Are written disclaimers included with advice being given?..... Yes  No   
**If Yes, please provide example by way of an attachment.**  
 (b) Do you give oral reports? ..... Yes  No   
**If Yes, how do you record your spoken words?**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. Has any insurer ever:  
 (a) declined to offer Insurance of any type for this Proposer? ..... Yes  No   
 (b) imposed any special terms on this Proposer?..... Yes  No   
 (c) cancelled or voided any Insurance held by this Proposer?..... Yes  No

14. (a) During the past ten years has any claim been made, or has liability for an error or breach of duty been alleged against the Proposer or any of their predecessors in business or any prior Entity or any of their present or former Partners, Directors, Principals, Consultants, or Employees; or have any circumstances been notified to insurers which may result in a claim?  
 ..... Yes  No

**If Yes, please provide the following details in respect of each matter:**

Year of Notification	Name of Insurer (if any)	Name of Claimant	Nature of Problem	Amount Paid or Estimated Potential Liability	Is Matter Finalised or Outstanding?

(b) Is the Proposer or its Employees AFTER FULL INQUIRY, aware of any circumstances which may give rise to a claim against the Proposer, its predecessors in business or any past or present Partner, Director, Principal, Consultant, or Employee? Yes  No   
**If Yes, please give full details by way of attachment if necessary.**  
 \_\_\_\_\_  
 \_\_\_\_\_

15. (a) Is the Proposer currently insured against Professional Negligence?..... Yes  No   
 (b) If the answer to (a) is No has the Proposer ever been insured?..... Yes  No   
 (c) If the answer to (a) or (b) is Yes please supply the following data:  
 Amount of Cover.....\$ \_\_\_\_\_ Amount of Excess..... \$ \_\_\_\_\_  
 Last Annual Premium.....\$ \_\_\_\_\_ When lapsed or expiry date..... \_\_\_\_\_  
 Name of Insurer and Broker \_\_\_\_\_

16. **Premium Calculation**  
 Please calculate the Premium based upon the Limit of Indemnity required. By using the answer to Q6., please circle the respective Limit of Indemnity by referring to the corresponding Gross Income/Fee bracket in the chart(s) below.

**Professional Indemnity**

Income Bracket	Limit of Liability		
	\$1,000,000	\$2,000,000	\$5,000,000
\$0 to \$50,000	\$400.00	\$485.00	\$725.00
\$50,001 to \$100,000	\$585.00	\$720.00	\$1,050.00
\$100,001 above	Referral	Referral	Referral

**Premiums are subject to GST and State Stamp Duty Charges. (Please refer to Broker)**

**Public and Products Liability**

Income Bracket	Limit of Liability	
	\$5,000,000	\$10,000,000
\$0 to \$250,000	\$190.00	\$230.00
\$250,001 above	Referral	Referral

17. The answers you have provided to the above questions will usually provide sufficient information for a proper consideration of the proposal. However, if there are any matters which are material to the risk to which this Proposal relates, you should disclose such matters to us in the space below, or on a separate sheet if necessary.

---

---

**DECLARATION**

*I/WE declare that we have read the important notices contained in this form and I/WE understand those notices. I/WE declare that the statements and particulars in this proposal are true and that I/WE have not misrepresented or suppressed any material facts. I/WE undertake to inform insurers of any material alteration to these facts whether occurring before or after completion of the Contract of Insurance.*

*I/WE hereby acknowledge that the insurance cover will be provided in whole or in part by overseas insurers.*

SIGNED: \_\_\_\_\_  
(By the Proposer)

DATED: \_\_\_\_\_  
(Signing of this Proposal Form does not bind the Company or Underwriters to complete the insurance)

**Melbourne**  
8<sup>th</sup> Floor, 22 William Street  
Melbourne VIC 3000  
T (03) 9629 5444  
F (03) 9629 1854  
E inforuppl@ruppl.com.au

**Sydney**  
PO Box Q195  
Sydney NSW 1230  
T (02) 9279 3422  
F (02) 9279 4344  
E rupplsydney@ruppl.com.au



[www.ruppl.com.au](http://www.ruppl.com.au)