

IMPORTANT NOTICE:

- Please answer **all questions honestly and accurately to the best of your knowledge in full**. Where appropriate tick the **Yes** or **No** box which indicates your reply. If a **Yes** or **No** response is not appropriate for your reply, please specify why.
- If there is insufficient space, please provide further details on your letterhead.
- All attached documents form part of this Proposal.

1. After making relevant enquiries are there any claims, or circumstances that may lead to a claim that have not previously been disclosed to ProRisk? No Yes

If **Yes**, please provide details below.

2. Have there been any changes in the information disclosed in the last proposal form issued to ProRisk? No Yes

If **Yes**, please provide details below.

Insured Entity

Policy Number

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 ProRisk. I acknowledge that I have read and understood the Important Notices contained in this proposal. I warrant that I am authorised by the proposing Insured to complete this proposal form and to accept the quotation terms for this insurance on behalf of the Insured.

Name

Title

Signature

Date

IMPORTANT INFORMATION

PRORISK

Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("ProRisk") is authorised to bind this **Policy** on behalf of the Underwriter.

UNDERWRITER

Means Swiss Re International SE Australia Branch (ABN 38 138 873 211).

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MISREPRESENT

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**.

This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**. However, **You** will not have made a misrepresentation merely because **You** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any questions **We** ask are clear and easy to understand. Further, where possible, **We** can provide examples of the types of responses **We** are looking for when asking a particular question.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** via **Your** Insurance Broker and **we** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. In particular, **We** may take into account the type of this insurance contract and its target market, explanatory material or publicity produced or authorised by **Us**, how clear and how specific any questions asked by **Us** were, how clearly **We** communicated to **You** the importance of answering those questions and the possible consequences of failing to do so, whether or not an agent was acting for **You** and whether the contract was a new contract or was being renewed, extended, varied or reinstated. **We** must also take into account any particular characteristics or circumstances about **You** which **We** were aware of, or ought reasonably to have been made aware of.

If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a Claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid)

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, Underwriters 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, Underwriters may also have the option of avoiding the contract from its beginning.

RIGHT OF RECOVERY

The policy excludes indemnity for any claim arising directly or indirectly from or in connection with any liability for which the insured has foregone, excluded or limited a right of recovery against any party.

MATERIAL CHANGE

The policy provides that the insured must notify us within thirty (30) days of any material change in the nature of the business or any material change to the risk during the insurance period.

POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to **ProRisk** in the first instance. We have a complaints handling and internal dispute resolution process to assist **You**, and information about **Our** complaints handling procedures is available upon request. If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should write the Complaints Department of the **Underwriter**:

The Complaints Manager

Swiss Re International SE Australia Branch
Level 36, Tower Two, International Towers Sydney
200 Barangaroo Avenue
Sydney NSW 2000

- Telephone: (02) 8295 9500
- Email: complaints_anz@swissre.com

Complaints that cannot be resolved by the Complaints Department of the Underwriter may be referred to the:

Australian Financial Complaints Authority

GPO Box 3
Melbourne VIC 3001

- Email: info@afca.org.au
- Telephone: 1800 931 678

Further details will be provided at the appropriate stage of the complaints process.

IMPORTANT INFORMATION CONTINUED

PRIVACY STATEMENT

ProRisk is bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy.

We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty To Take Reasonable Care To Not Misrepresent.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

For a copy of the ProRisk Privacy Statement or to request access to or update the personal information, contact the Privacy Officer at ProRisk by email: enquiries@prorisk.com.au or by mail at the address shown on this policy.

GENERAL INSURANCE CODE OF PRACTICE

The Underwriter proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. You can obtain a copy of the General Insurance Code of Practice from <http://www.codeofpractice.com.au/> or by contacting Us.