

**Important Notice**

- This policy must be taken in connection with a Public Liability, Medical Establishments, Beauty Professionals or Health Professionals Policy.
- This proposal is for Business Package Insurance and is issued on an occurrence.
- Answer all questions in full, where appropriate tick the yes or no box to indicate your answer.
- If there is insufficient space, please provide further details or your letterhead. All attached documents form part of this proposal.

**BUSINESS PACKAGE PROPOSAL FORM**

**Your details**

1. Insured entity \_\_\_\_\_
2. Contact name \_\_\_\_\_ 3. Contact number \_\_\_\_\_
4. Address of practice \_\_\_\_\_

**Property details**

5. Please confirm details of the construction  
 Age of building \_\_\_\_\_ Number of stories \_\_\_\_\_  
 Walls \_\_\_\_\_ Floor \_\_\_\_\_ Roof \_\_\_\_\_
6. Please provide details of the buildings security measures  
 Deadlocks on external doors Yes  No  Locks/bars/grills on external windows Yes  No   
 Monitored alarm system Yes  No  Local alarm system Yes  No

**Cover Required**

7. General contents limit (limit \$250,000) \$ \_\_\_\_\_ 8. Burglary (limit \$20,000) \$ \_\_\_\_\_
9. Blanket money cover (limit \$5,000) \$ \_\_\_\_\_ 10. Glass cover Yes  No
11. Business special risks (limit \$20,000) \$ \_\_\_\_\_

Please specify below any item to be covered in business special risks over \$2,000 in value

Item description	Sum insured
	\$
	\$

12. In the last 5 years have you had any claims made against you? Yes  No
13. In the last 5 years have you lodged any claims? Yes  No

**Declaration**

After making appropriate enquires, I declare that:

- I am authorised on behalf of the prospective Insured (s) to make this proposal.
- I have read and understood the Important Notices and accompanying 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 ProRisk Privacy Statement.
- I confirm that the contents of this proposal are true and complete.
- I understand that until a contract of insurance is entered in to, I am under continuing obligation to immediately inform ProRisk of any change to the information contained in this proposal.
- I acknowledge that if a contact of insurance is entered in to this proposal and any accompanying documents will form the basis of the contract.

**Signature** \_\_\_\_\_

**Name & Title** \_\_\_\_\_ **Date** \_\_\_\_\_

## IMPORTANT INFORMATION

### PRORISK

ProRisk, Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076, is a coverholder for certain Underwriters at Lloyd's.

### CLAIMS MADE POLICY

The Medical Malpractice Combined Liability cover in this policy is issued by ProRisk on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to ProRisk in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were 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 the insured gives notice in writing to the insurer during the period of insurance 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 period of insurance has expired.

### 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.

Your duty, however, does not require disclosure of matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or in the ordinary course of its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

### 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.

### RETROACTIVE LIABILITY

The policy is limited by a retroactive date. The policy does not cover any claim or inquiry arising directly or indirectly from or in connection with any event or occurrence, or acts, errors or omissions committed or alleged to have been committed prior to the retroactive date.

### 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.

### Privacy Collection 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 collect personal information about You and about other individuals 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 the Policy, and to investigate and handle any claims under the Policy. We may disclose personal information We collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include the insurer, lawyers, claims adjusters, and others appointed by ProRisk to assist Us in providing relevant products and services. We may also disclose Your information to people listed as co-insured on the 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 the Policy, assess or handle claims under the Policy. Your Duty of Disclosure may require You to provide personal information to Us.

When You provide Us with personal information about other individuals, We rely upon You to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this ProRisk Privacy Statement and ProRisk's Privacy Policy and have consented to the disclosure.

Further information about ProRisk's collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at [www.prorisk.com.au](http://www.prorisk.com.au). To obtain a hard copy of our Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at ProRisk by email: [enquiries@prorisk.com.au](mailto:enquiries@prorisk.com.au) or by mail at the address shown on the Policy.

### 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 to Lloyd's Underwriters' General Representative in Australia at the address set out in the Certificate of Insurance.