

Association Liability

Insurance proposal form

Notices

1. 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 insurance, and if so, on 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 any matter:

- ▼ that diminishes the risk to be undertaken by the insurer; or
- ▼ that is of common knowledge; or
- ▼ that your insurer knows or, in the ordinary course of his business, ought to know; or
- ▼ 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 its liability under the contract in respect of a claim, refuse to pay the 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.

2. Claims Made and Notified Basis of Coverage

Some sections of this Association Liability Insurance Policy are issued on a 'claims made and notified' basis.

This means that these sections of the policy respond to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- (b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires.

If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below:

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract."

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period. An exception to this is under the extended reporting period extension. If an extended reporting period is purchased as provided for in the extension, then some cover for new notification of claims or facts is available.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed or alleged to have occurred or been committed prior to the retroactive date, where one is specified in the policy terms which are offered to you.

3. Retroactive Date

If a retroactive date applies to a section of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the retroactive date.

Our policy also contains provisions that exclude cover for any wrongful act occurring or committed by a subsidiary and its directors, officers or employees prior to its acquisition or creation by the insured.

4. Preservation of Rights of Recovery

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a loss, if the insured releases, agrees not to sue on, waives or prejudices its rights of recovery, or enters into any arrangement or compromise or does any act whereby any rights or remedies to which the insurer would be subrogated are or may be prejudiced.

5. Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

6. Privacy Statement

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ the Financial Ombudsman Service;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ legal and other professional advisers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;

- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

Our Privacy Policy can also be found on our website at www.vero.com.au

7. General Insurance Code of Practice

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the insured. Please contact Vero for more information about the Code, if required.

8. Our Complaints Handling Procedures

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

Guidelines to help you Complete this Proposal Form

- 1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
- 2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
- 3. Reference to "Insured" and "you" in this Proposal Form means the Association and the Insured Persons of the Association.
- 4. Reference to the Association includes all current and past subsidiaries
- 5. Reference to Insured Persons means a director, secretary, officer, trustee, committee member, employee (whether salaried or not) or volunteer.

1. Details of the Association

(a) Name of Association

(b) ABN of Association

(c) Previous names of the Association

(d) Principal address of the Association State Postcode

(e) Name of all current subsidiaries to be included under the policy

(f) Association's website address

(g) Date Association established / /

(h) Is the Association a subsidiary of another entity? Yes No

(i) Is the Association an incorporated body? Yes No

If Yes, under the provisions of what legislation is it incorporated?

2. Activities and Services of the Association

(a) Please give full details of the activities of the Association including all services provided to its members and to the public.

(b) Please indicate if the Association provides the following services:

Legal advice	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Financial services including insurance services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Medical treatment or medical services	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Research, development, experimentation or testing	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Evaluation or setting standards for the qualification and performance of others or the quality of products manufactured or sold	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Fund or property management for third parties	Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Manufacturing, construction, erection or installation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Supply of materials, plant, goods, or equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If Yes to any of the above, please provide details.

- (c) Does the Association have a gaming licence? Yes No
- (d) Does the Association intend to change its activities? Yes No
- (e) Does the Association have any operations outside Australia? Yes No

If Yes to d or e, please provide details.

3. Details of Revenue

Please state total revenue (including revenue from joint ventures) in:

Previous financial year	Current financial year	Forthcoming financial year

4. Details of Employees and Volunteers and Members

Please state number of:

Employees	Volunteers	Members

5. Insured Persons' Details

- (a) Has any former or current Insured Person of the Association ever been declared bankrupt? Yes No
- (b) Has any former or current Insured Person of the Association ever been an Insured Person of an organisation placed in receivership, liquidation or provisional liquidation? Yes No
- (c) Has any former or current Insured Person of the Association ever had a conviction for crimes involving dishonesty? Yes No

If Yes to a, b or c above, please provide details.

6. Financial Position

- (a) Is the Association's latest annual report and accounts attached? Yes No
 If the latest annual report and accounts are not provided please note that an insolvency exclusion will apply to the policy.
- (b) Please advise current assets and current liabilities as stated in the latest annual report and accounts of the Association.
 Current Assets Current Liabilities
- (c) Since the last annual report and accounts were issued, has there been any significant change in the financial position, capital structure or operation of the Association which might materially affect the financial position in that annual report and accounts? Yes No
- (d) Are any of the Insured Persons aware of facts or circumstances that might affect the ability of the Association to meet all its debts as and when they fall due? Yes No

If Yes to c or d, please provide details.

7. Employment Practices

- Does the Association have a formal termination of employment policy? Yes No

8. Fidelity

- (a) Is it a requirement of the Association that all cheques must be signed by at least two different authorised signatories and all payments in excess of \$2,500 must be authorised by at least two Insured Persons? Yes No
- (b) Is any Insured Person authorised to reconcile any bank account that the Insured Person is also authorised to deposit funds into or withdraw funds from? Yes No
- (c) Does the Association operate a trust account?
 (i) If Yes, does the Association employ an independent and qualified accountant to audit that trust account? Yes No

9. Tax Audit

- (a) Does the Association require tax audit cover? Yes No

Tax audit covers fees incurred by the Association in connection with an audit of the Association's tax affairs by the ATO or by a Commonwealth State or Territory department body agency or authority, that are payable by the Association to a professional adviser such as an accountant. The policy sub-limit for this cover is \$20,000 in the aggregate. Refer to Insuring Clause 7 of the policy.

If Yes please answer questions 9 b, c and d.

- (b) Has the Association complied with all its statutory obligations and all requirements (including the payment of any amount) as required under any Commonwealth, State or Territory legislation, which are or may become the subject of a tax audit? Yes No

If no, please provide details

- (c) Has the Association in the past 12 months received any enquiry, or been subject to any audit by any Commonwealth, State or Territory department, body, agency or authority regarding any matter connected with any statutory obligation or requirement, which may be the subject of a tax audit? Yes No

If Yes, please provide details

- (d) Has the Association in the past 12 months been the subject of any enquiry or investigation by the Australian Taxation Office, which was aimed at determining the extent of the Association's compliance with the record keeping requirements of any taxation legislation? Yes No

If Yes, please provide details

10. Acquisition, Disposal and Merger Activity

- (a) Has the Association acquired, sold, disposed of or merged with any entity during the last 3 years? Yes No
- (b) Does the Association have any plans to acquire, sell, dispose of or merge with any entity in the next 12 months? Yes No

If Yes to a or b, please provide details

11. Claims History

For the purpose of answering this question, please note that reference to "Association" includes all of its past and current subsidiaries.

- (a) Has any claim ever been made or civil, criminal or regulatory proceedings brought against the Association or any Insured Person (whether as Insured Persons of the Association or any other entity), in respect of the risks of the kind to which this Proposal Form relates? Yes No
- (b) Has any Insured Person ever received a notice to attend an official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body or institution, in respect of the risks of the kind to which this Proposal Form relates? Yes No
- (c) During the past 5 years has the Association suffered any loss as a result of any dishonest or fraudulent act of any Insured Person, in respect of the risks of the kind to which this Proposal Form relates? Yes No
- (d) During the past five years has the Association or any Insured Person had any fine or penalty or infringement notice (other than for traffic offences) imposed by any Federal, State, Territory or local government or other regulatory authority, in respect of the risks of the kind to which this Proposal Form relates? Yes No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

12. Known Circumstances

For the purpose of answering this question, please note that reference to "Association" includes all of its past and current subsidiaries.

After enquiry, are any of the Insured Persons aware of any act, omission, conduct, fact, event, circumstance or matter which might reasonably be expected to:

- (a) give rise to a claim or lead to civil or criminal proceedings against the Association or any Insured Person? Yes No
- (b) result in the Association or any Insured Person being required to attend an official investigation, examination, inquiry or other proceedings? Yes No
- (c) give rise to a fine or penalty being imposed on the Association or any Insured Person (other than for traffic offences) by a Federal, State, Territory or local government or other regulatory authority? Yes No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.

13. Details of Association Liability Insurance Coverage Requested

Limit of Liability	Maximum Aggregate Limit of Liability	Tick options required
1. \$1,000,000 any one Claim\	\$2,000,000 in the aggregate	<input type="checkbox"/>
2. \$5,000,000 any one Claim\	\$10,000,000 in the aggregate	<input type="checkbox"/>
3. \$10,000,000 any one Claim\	\$20,000,000 in the aggregate	<input type="checkbox"/>
4. \$20,000,000 any one Claim\	\$40,000,000 in the aggregate	<input type="checkbox"/>
Excess	\$2,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/>	Other <input style="width: 100%;" type="text"/>

14. Current Insurance

(a) Does the Association currently hold any Association Liability Insurance, Directors and Officers Liability Insurance, Professional Indemnity Insurance, Employment Practice Liability Insurance, Fidelity Insurance or Tax Audit Insurance? Yes No

If Yes, please provide details

Insurer <input style="width: 95%;" type="text"/>	Policy Period <input style="width: 95%;" type="text"/>
Limit <input style="width: 95%;" type="text"/>	Excess <input style="width: 95%;" type="text"/>

(b) Has any insurer, in respect of the risks to which this Proposal Form relates, ever (due to factors that related to the assessment of the particular risk):

(i) declined a proposal, refused renewal or terminated an insurance? Yes No

(ii) required an increased premium or imposed special conditions? Yes No

(iii) declined an insurance claim by the Proposer Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes No

If Yes to i, ii or iii, please provide details

15. Supporting Information

Please enclose the following documents in support of this Proposal Form:

- ▼ The Association’s latest full consolidated annual report and accounts. (If accounts are not supplied note that an insolvency exclusion will apply).
- ▼ Copies of any promotional material describing the Association’s activities or services.
- ▼ Examples of any journal, newsletter or similar publication published or issued by the Association.

16. Stamp Duty Declaration

If the Association is stamp duty exempt please provide evidence of the exemption. If not exempt please provide a breakdown in revenue by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>

Declaration

I/We the undersigned declare that:

- (i) I am/we are authorised by each of the Insured to sign this Proposal Form; and
- (ii) the above statements are correct, true and complete; and
- (iii) no information material to this Proposal Form has been withheld; and
- (iv) I/we have read and understood the **notices** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
- (v) I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- (vi) I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- (vii) I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- (viii) I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- (ix) Except where indicated to the contrary, we understand that any statement made in this Proposal Form will be treated by Vero as a statement made by all persons to be insured; and
- (x) I/we have read Vero’s Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Insured for the purposes shown in the Privacy Statement.

Signed	<input type="text"/>	Signed	<input type="text"/>
Title	<input type="text"/>	Title	<input type="text"/>
Date	<input type="text" value="/ /"/>	Date	<input type="text" value="/ /"/>
Association	<input type="text"/>		

NB: To be signed by the Chairman/President and one other Insured Person

We recommend that you keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this contract.

How to contact APUA

Suite 101, 16 Hunter St
 Hornsby
 NSW, 2077
 Tel (02) 9477 4779
 Fax (02) 9477 4778
 Email office@apua.com.au