

**Training Consultants  
Proposal Form**

## Training Consultants Proposal Form

Brooklyn Underwriting Pty Limited (ABN 11 123 406 922) (ARN 311687), an Authorised Representative of General Security Australia Insurance Brokers Pty Limited (ABN 34 087 437 196) arranges the insurance. Vero Insurance Limited (ABN 48 005 297 807) issues the insurance.

### Important Facts Relating to this Proposal Form

You should read the following advice before proceeding to complete this proposal form.

#### Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have 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.

Your duty however does not require disclosure of any 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 this business, ought to know;
- As to which compliance with your duty is waived by the insurer.

#### Claims Made and Notified Basis of Coverage

The professional Indemnity Insurance Policy is issued on a 'Claims made and notified' basis.

- 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 policy's period of cover has expired. 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 relieved of liability under the contract in respect of the claim when 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 facts can be made on expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

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 by you prior to the retroactive date, where one is specified in the policy terms offered to you.

#### Retroactive Date

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 by you prior to the retroactive date, where one is specified in the policy terms offered to you.

#### 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.

### 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;

- other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- 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](http://www.vero.com.au).

#### **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 the Proposer in this Proposal Form means:
  - The entity and all subsidiary entities for whom cover is required
  - The past and/or present employees or principals of the entity; and
  - The director of the entity and all subsidiary entities for whom cover is required.

**PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES**

1. Name of Proposer and ABN (include all subsidiary companies, trading names & trustees for whom cover is required)

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2. Telephone Number: ..... Fax Number: .....

Email Address .....

Website Address .....

3. Address of Principal Office .....

Suburb: ..... State: ..... Postcode: .....

4. Total Number of Principals and Staff: .....

5. Date Proposer commenced business operations: .....

6. Please state the fee income derived from each of the following services within Australia and NZ:

Training Services	Past 12 months	Next 12 months
Accredited Training	\$	\$
Non Accredited Training	\$	\$
Other Professional Services	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>

7. Do you require cover for other professional services from question 6 above?  Yes  No

*If "Yes," please provide further information regarding these professional services along with details of relevant experience and qualifications to perform these services.*

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8. Stamp Duty Declaration – Please provide a breakdown of percentages in fee income by location as follows.

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

9. Is the insured represented in any way outside Australia?  Yes  No

*If "Yes", please complete the following:*

Country	Fees	Number of Staff	Services

10. Please provide a detailed description of the type of training provided:

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11. Do you have an NTIS Registration in respect of the accredited training courses you provide Yes / No / N/A

12. Is the Proposer a member of a professional association?  Yes  No

*If "Yes," please provide details*

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13. Does the Proposer have other Professional Indemnity Policy in force?  Yes  No

*If "Yes," please provide the following details*

Name of Insurer ..... Renewal Date .....

14. Please state Limit of Indemnity required under this insurance:

- \$1,000,000       \$2,000,000       \$5,000,000       Other \$.....

**BREAKDOWN OF TRAINING SERVICES**

15. Please detail the approximate percentage of the Proposer's fee income derived from the following classes of training:

CLASS	TYPE OF TRAINING	EXAMPLE	PERCENTAGE
<b>CLASS A</b>	<b>Class Room &amp; on-line / distance education</b> training – which does not include a physical component.	Trainer provides training in a traditional classroom environment i.e. one in which uses a black board, white board, power point presentations, overhead projector training, reading or language teaching, computer training. Etc	%
<b>CLASS B</b>	<b>Class Room</b> training where a minor physical component within the training is provided.	Trainer provides training in arts and crafts such as painting, calligraphy, knitting, origami, music teachers, sculpture, pottery, card marking) etc. Any use of machinery should not be classed in this category. Etc	%
<b>CLASS C</b>	<b>Indoor Training</b> where the training provided includes a physical component	Yoga, dance instructors, woodwork, tai chi, fitness instructor, hairdressing. Etc	%
<b>CLASS D</b>	<b>Outdoor Training</b> Includes any minor to severe physical training.	Driver training, snorkeling, martial arts instructors, weapons instructors, operation of machinery and or equipment. Etc	%
<b>TOTAL</b>			<b>100 %</b>

For any Class C or D training above, please detail the type of training and the environment in which training is provided. Please also outline any safety precautions which have been implemented to minimise the risk of injury being sustained to persons.

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16. Do you require cover for students who are placed in the workforce to gain practical work experience as a pre-requisite to obtaining their qualifications/certificate?  Yes  No

a) If yes, please advise what professional services are being performed by students on placement.

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**Important Note:**

Note where we provide cover for these services, insurance is restricted to services performed whilst under the supervision of a qualified employee of the host company (where these services are offered and arranged by you). Additional premium may be applicable in these circumstances.

**CLAIMS & CIRCUMSTANCE DETAILS**

17. a) Has any claim been made against the Proposer or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates?  Yes  No
- b) Has the Proposer or any principal/partner/director/ consultant or employee incurred any other loss or expense which might be within the terms of cover?  Yes  No

**If yes in either case, please attach separate sheet providing full details including what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss.**

18. Is any principal, director, partner, consultant, or employee, after enquiry, aware of any circumstances which might:
- a) Give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees?  Yes  No
- b) Result in Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants employees, or principals incurring any losses or expenses which might be within the terms of this cover?  Yes  No
- c) Otherwise affect the Company's consideration of this insurance?  Yes  No

*If 'yes' in any case, please attach separate sheet providing full details.*

**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**

**PUBLIC AND PRODUCTS LIABILITY**

19. Public and Products Liability – Optional Separate Policy

**Important Note:**

Please note that this optional extension for public and products liability is offered on an “occurrence basis” This means that the Policy responds to Claims that occur during the policy period.

(a) Do you require a quote for public and products liability?  Yes  No \_\_\_\_\_

If yes, Please answer the following:

(i) Indicate the limit of indemnity required.

\$10,000,000

\$20,000,000

(ii) Do you engage contractors/sub-contractors?  Yes  No

If Yes, - Please provide details of their activities and estimated annual payments?

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(iii) Have any claims ever been made against you, your predecessors in business or any of the present or past Partners or Directors in relation to Public and Products Liability Insurance?

Yes  No

*If you have answered Yes to question 16(a)(iii) above, please provide additional details in the space provided below. (Include such details as date occurred, nature of claim, whether finalised, total cost of claims and whether it remains outstanding or is finalised)*

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**GENERAL INSURANCE INFORMATION**

20. Has any insurer, in respect of the risks to which this proposal relates, ever:

a) declined a proposal, refused renewal or terminated any insurance?  Yes  No

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

*If Yes in either case, please provide details:*

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**DECLARATION**

I / We the undersigned duly authorised person(s) declare that:

- i. I am / we are authorised by each of the Proposers to sign this Proposal Form; and
- ii. The above statement are correct, true and complete; and
- iii. No information material to this Proposal Form has been withheld; and
- iv. I/we have read the **important facts** which you have put before me / us and I / we understand the advice given in relation to t necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- v. I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- vi. I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- vii. 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.

Signature: .....

Date: ...../...../ .....

Name of Partner(s) or Director(s): .....

On Behalf of: ..... \* Insert Name of Firm