



Insurer Proposal

Policy No: 02MIS1950983

Page: 1 of 3

Business Activities

Graphic Design

100%

Graphic Designers design art and copy layouts of material for reproduction in print and electronic media such as magazines, newspapers, books and websites, and for corporate identity programs, exhibitions and advertising.

Professional Indemnity - Particulars of Risk

Total Sum Insured (which includes all Policy sections)	\$1,000,000
Excess amount (Australia and New Zealand Jurisdictions)	\$1,000
Application of Excess in respect of Australia and New Zealand	Costs Exclusive

Fees & Activities

Professional Fees

Gross Professional Fees (last 12 months or for a startup business est. next 12 months)	\$50,000
Percentage split of fees by state/territory	
New South Wales	100.00 %
Are you a small business eligible for the exemption from the requirement to pay NSW duty on certain types of insurance?	Yes

Client Details

Legal Name of Entity or Clients to be insured	
FABRICATED PTY LTD	
Trading Name	
None	
Registered for GST purposes?	Yes
ABN	94 605 091 674
Stamp Duty Exempt?	Yes
Please select states where the Client is exempt from Stamp Duty:	
New South Wales	Yes
Principal Address:	
41 HUTCHINSON STREET	
ST PETERS	
NSW	
Postcode: 2044	



Insurer Proposal

Policy No: 02MIS1950983

Page: 2 of 3

Additional Covers

Broadform Liability

Do you require Broadform (Public and Products) Liability Cover? No

Employment Practices Liability

Do you require Employment Practices Liability Cover? No

Fidelity Cover

Do you require Fidelity Cover? No

Cyber Cover Extension

Do you require Cyber Cover Extension? No

Claims History

Claims & Circumstances

In the last 5 years, have any claims been made, losses suffered, or negligence alleged against any entity or individual to be insured by this insurance; or have any circumstances which may give rise to a claim against or loss suffered by any of these been notified to insurers? No

Are there any circumstances not already notified to the insurers which may give rise to a claim against or loss suffered by any entity or individual to be insured by this insurance? No

Are there any claims against previous practices which may give rise to a claim against or loss suffered by any entity or individual to be insured by this insurance? No

Has any principal or staff member ever been subject to disciplinary proceedings for professional misconduct? No

Insurance History

Has an insurer ever declined a proposal from your client, declined to renew, cancelled a policy or imposed special terms? No

Date and Time: 3/05/2021 at 15:21:27



Insurer Proposal

Policy No: 02MIS1950983

Page: 3 of 3

Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this insurer proposal for insurance and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The answers completed on my/our behalf to the insurer proposal questions are true and complete, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this quotation and the inception date of the insurance to which this quotation relates I/we shall give immediately notice thereof.

I/We authorise CGU Professional Risks, Insurance Australia Limited, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact and the section in the policy on "The way we handle your personal information".

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this quotation and I/we completed this insurer proposal for insurance on their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

SIGNATURE OF APPLICANT

DATE / /

SIGNATURE OF APPLICANT

DATE / /

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of the Duty of Disclosure so that all questions have been answered correctly. If in doubt, please contact your insurance broker since non-disclosure may affect an Insured's right of recovery under the policy or lead to it being avoided.

This page is intentionally left blank.



An Important Notice to the Applicant for ‘Claims Made’ Contracts of Insurance

Please read and retain in your file

The proposed insurance is issued on a ‘claims made’ basis.

This means that the policy responds to:

1. claims first made against the insured during the policy period and notified to CGU Professional Risks during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured’s position that a claim may be made against the insured; and
2. ‘claims circumstances’ notified pursuant to Section 40 (3) of the *Insurance Contracts Act* which states:
‘where the insured gave notice in writing to the insurer of facts that might give rise to a 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’.

After policy expiry, no new claims can be made on the expired policy, *even though the event giving rise to the claim may have occurred during the policy period.*

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the Insurer Proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us 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 us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the Insurer Proposal has been completed until the policy is entered into.



An Important Notice (continued)

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the Insurer Proposal and before you sign any declaration confirming no change in the information disclosed.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Professional Risks shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender or Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

Adelaide

80 Flinders Street Adelaide SA 5000
Tel. (08) 8425 6650 Fax (08) 8425 6592

Brisbane

189 Grey Street South Brisbane QLD 4101
Tel. (07) 3087 6732 Fax (07) 3135 1564

Melbourne

181 William Street Melbourne VIC 3000
Tel. (03) 9601 8700 Fax (03) 9602 5255

Perth

46 Colin Street West Perth WA 6005
Tel. (08) 9254 3750 Fax (08) 9254 3751

Sydney

388 George Street Sydney NSW 2000
Tel. (02) 8224 4655 Fax (02) 8224 4030

Website:

www.cgu.com.au/professionalrisks