



## Insurance for Natural Therapists Combined Liability Proposal Form

Underwritten by:



Insurance | Risk Management | Consulting

**PLEASE ENSURE YOU READ THE IMPORTANT NOTICES SECTION AT THE BOTTOM OF THIS FORM BEFORE COMPLETING THIS DOCUMENTATION. ANY DECISION TO OFFER INSURANCE COVER IS BASED ON THE INFORMATION YOU PROVIDE US IN THIS PROPOSAL FORM**

<b>Period of Cover</b>	At 4pm local time If you do not specify a date we will commence your insurance policy effective the date we receive the completed proposal. Your start date must be within 30 days of when its received and cannot be backdated
------------------------	--

How does your business operate?	
<b>Sole Trader</b>	<input type="checkbox"/> (if yes please specify your turnover range)
Gross annual turnover range (*over \$250k requires referral to insurer)	<input type="checkbox"/> \$0-\$5,000 <input type="checkbox"/> \$5,000-\$250,000 <input type="checkbox"/> \$250,000+ *

**OR**

<b>Partnerships or Pty Ltd Company:</b>	<input type="checkbox"/> (if yes please supply the below)
Gross annual turnover:	\$
Number of directors:	
Number of Staff:	

Insured Information	
Full Name	
Trading Name (if applicable)	
ABN	
Mailing Address	
Phone	
Mobile	
Email Address	
Website	

Association Information	
You must be a member of an approved Association, please contact Specialty Risks if you are unsure if your association is approved	
Primary Association	
Primary Association Member #	
List any other Associations here	

Qualified Modalities	
To be qualified you must be officially recognised as being trained to perform the modalities in which you are seeking to be insured. Acceptable qualifications come from Government Bodies, Registered Training Organisations, schools recognised by IICT and schools that have been approved and on our accredited list. Certificates of attendance or participation do not constitute a qualification.	
Modality	Percentage of working time (Must equal 100%)
<b>Total %</b>	

<b>Student Modalities</b>	
Only complete this section if you are currently studying modalities and are not fully qualified	
Modality	Date due to be completed
<b>Any modalities where you are still a student are subject to Exclusion 2, Section 3 of our policy wording</b>	

<b>Limits of Cover</b>	
Public Liability	<input type="checkbox"/> \$10,000,000 <input type="checkbox"/> \$20,000,000
Professional Indemnity and Products Liability	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> \$10,000,000

<b>Teacher/Training</b>				
Do you teach students to become qualified practitioners?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
What percentage (%) of working time do you teach? <small>Teaching over 10% will attract an increase in the premiums</small>	0-10%	10-30%	30-50%	50+
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Products</b>		
<small>If you are mixing or creating herbs, oils and items of that nature which directly relate to your modality, these questions do not apply. Please note this policy excludes cover for the USA &amp; Canada.</small>		
Are all the products you make or sell directly related to your insured modalities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you turnover more than \$50,000 from any products that you make or sell? <small>*Turnover \$50,000 will need to be referred to the insurer</small>	<small>&lt;\$50,000</small> <input type="checkbox"/>	<small>&gt;\$50,000*</small> <input type="checkbox"/>
Please provide details on the products sold		

<b>Optional Extension for Retrospective Cover*</b>	
Do you wish to take out the optional extension for Retrospective Cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the name of your current insurer?	
What is the original start date of that policy?*	
<small>*Required to take out this section</small>	
What is the expiry date of that policy?*	
<small>*Required to take out this section</small>	
<small>If you hold an existing 'claims made' insurance policy with another broker, Arthur J. Gallagher can insure you from the original start date of that policy and provide you with an 'occurrence based' insurance policy. Please note you cannot have had a break in cover for retrospective to apply, please read the policy wording for more details. <b>*not applicable if you have not had previous insurance</b>  <b>The additional premium for this cover is \$25 plus GST and Stamp Duty only payable in the first 12 months of insurance</b></small>	

<b>Optional Extension for Legal Expenses</b>	
Do you wish to take out the optional extension for Legal Expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This option provides additional benefits including up to \$25,000 in total in respect of legal costs and expenses arising from specific events, namely disputes about: Employment Contracts, Employers Prosecution Defence, Contracts, the Trade Practices Act, your Right to Practice and Attendance for jury service. Please read the policy wording for more details. <b>The additional premium for this cover is \$40 per year plus GST and Stamp Duty</b>	

<b>Optional Extension for General Property</b>	
Do you wish to take out the optional extension for General Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Item description	Sum Insured (any 1 item over \$1000 must be specified or a group similar items with a total value)
<b>Total \$</b>	
This option extends to cover any business related items (excludes Tablets, Mobile Phones and Cash) covering your items Australia wide for Fire, Theft and Damage. Please read the policy wording for more details. <b>The additional premium for this cover is \$25 plus GST and Stamp Duty per \$1000 of cover requested</b>	

<b>Claims Questions</b>	
After full enquiry, are you, or have you been aware of any:	
a). Claim having been made against you, any of the practitioners, employees or contactors employed by you or any of your business partners?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b). Circumstances which could give rise to a claim against you, your employees, contactors or business partners in the future?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c). Have you ever made a claim for property loss, theft, machinery, electronic equipment or damage in respect of which cover is being sought?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d). Have you or any person covered by this insurance ever had any insurance declined, cancelled, renewal refused, special conditions imposed, special excess imposed or a claim rejected?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e). Have you been declared bankrupt or been a director of officer of a company that was put into receivership, administration or liquidation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f). Have you been charged or convicted of any criminal offence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you have answered <b>YES</b> to any of the above questions please provide full details:          	

### Advices

After enquiry, I declare that:

1. I have made all necessary enquiries into the accuracy of the responses given in this Proposal.
2. The statements and particulars given in this Proposal are true and complete, and no material facts have been omitted, misstated or suppressed.
3. Should any of the information given by me alter between the date of this Proposal and the inception date of any Insurance Policy, I will give immediate notice thereof to Insurer(s) via Arthur J. Gallagher, and I agree that Insurer(s) may alter or withdraw the terms that they have offered.
4. I agree that if there are any changes during the Policy Period to the modalities I want covered I will promptly notify Insurer(s) via Arthur J. Gallagher.
5. I have read and understood the Important Notices contained in this Proposal.
6. I agree that this Proposal, together with any additional information contained in an appendix or attachment, will form the basis of the contract of insurance effected by Insurer(s).
7. I agree that submitting this Proposal for the purposes of obtaining a quotation does not bind Insurer(s) to complete an Insurance Policy.
8. I will provide Insurer(s) with notice via Arthur J. Gallagher as soon as practicable of any fact or circumstance that might give rise to a Claim and furnish all relevant documentation to Insurer(s) in the investigation or defence of any Claim.
9. Insurer(s) are hereby authorised to make any investigation and enquiry in connection with this Statement of Fact that they deem necessary.

I have read and understood the Duty of Disclosure	<input type="checkbox"/>
I have read and understood the Privacy Statement	<input type="checkbox"/>
I have read and understood the Financial Services Guide	<input type="checkbox"/>

*To speed up the process we are able to email your documentation to you. Please confirm if you wish to receive documents by email.*

I agree to receive my documentation and further correspondence by email	<input type="checkbox"/>
Please do not send my documents or any correspondence by email	<input type="checkbox"/>

Please be advised that we do include a broker fee and receive remuneration from your policy

### Signature of the Insured

TYPE NAME OR SIGN HERE	I accept the terms and conditions of this proposal electronically on	DATE
------------------------	--	------

*This information is provided as a Summary only of the Policy coverage. In the event of a dispute, the terms, conditions and exclusions of the Policy Document itself will prevail.*

### Want your business to be fully protected?? We can help!

With tailored business packages designed around your business including cover for:

- Building
- Contents & Stock
- Glass
- Money
- Employee Fidelity
- Tax Audit
- Business Interruption – Income Protection for your business.

Yes! I want more information, please contact me to arrange a quote	<input type="checkbox"/>
Thanks for the offer, but I'm not interested.	<input type="checkbox"/>

## **Important Notices** - Please read the following important notices carefully before completing this documentation.

### **Duty of Disclosure**

Before entering into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the Insurer every matter that you know or could reasonably be expected to know, that is relevant to the Insurer's decision about insuring you and if so, on what terms.

Your duty does not require disclosures of matters:

That diminish the risk;

That are of common knowledge;

That the Insurer knows, or in the ordinary course of its business as an insurer, ought to know;

As to which compliance with your duty of disclosure is waived by the Insurer.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

### **Non-disclosure**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent the Insurer may avoid the policy from its inception. This is why it is vital that enquiry must be made of all relevant principals, directors, employees, contractors, and subsidiaries before this Proposal is signed by or on behalf of the prospective Insured.

### **Utmost good faith**

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim of the continuation of cover provided to the insurer.

### **Change of circumstance**

It is vital that you advise us of any departure from your "normal" form of business (i.e. the business details that have been advised to your Insurer). For example, any change to business activities, ownership, acquisitions, changes in location, or new overseas activities.

### **Subrogation**

You may prejudice your rights with regard to a claims if, without prior agreement from the Insurer, you make an agreement with a third party that will prevent the Insurer from recovering the loss from that party of another party.

### **Under insurance**

Your property is insured for reinstatement and replacement costs and as such the Insured amounts should represent the full replacement value at new costs. If this is not done any claim you make for these costs may not be paid in full.

### **BINDING AUTHORITY**

In effecting this contract of insurance Arthur J. Gallagher & Co. (Aus) Limited is or will be acting under an authority given to it by Berkley Insurance Australia to effect the contract. Arthur J. Gallagher & Co. (Aus) Limited will be effecting the contract of insurance as agents of Berkley Insurance Australia and not of you as the Insured. Arthur J. Gallagher & Co. (Aus) Limited is authorised to provide Specialty Risks under this authority.

## **I have more questions, who can I contact?**

Arthur J. Gallagher

Specialty Risks Team

Tel: 1800 222 012 or + 61 7 3387 1900 if calling from overseas

Fax: 07 3382 0676

Email: [specialtyrisks@ajg.com.au](mailto:specialtyrisks@ajg.com.au)