



# Charity Professional & Trustees Liability Insurance Proposal Form

1. All questions must be answered giving full and complete answers.
2. Please ensure that this Proposal Form is Signed and Dated.
3. All fee or turnover declarations to be in Australian Dollars.

## London Australia Underwriting Pty Ltd

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## IMPORTANT NOTICES

“**Proposer**” means the practice, partnership, company (or principal if a sole practitioner) including all partners proposing for this insurance, and any subsidiaries and previous firms (and partners) requiring coverage.

Pursuant to the provisions of the *Insurance Contracts Act 1984*, Underwriters are required to notify you of the following relevant information.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell **Underwriters** anything that you know, or could reasonably be expected to know, may affect **Underwriters** decision to insure you and on what terms.

You have this duty until **Underwriters** agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell **Underwriters** anything that:

- reduces the risk **Underwriters** insure you for; or
- is common knowledge; or
- **Underwriters** know or should know as an insurer; or
- **Underwriters** waive your duty to tell **Underwriters** about.

### If You Do Not Tell Underwriters Something

If you do not tell **Underwriters** anything you are required to, **Underwriters** may cancel your contract or reduce the amount **Underwriters** will pay you if you make a claim, or both.

If your failure to tell **Underwriters** is fraudulent, **Underwriters** may refuse to pay a claim and treat the contract as if it never existed.

### Claims Made

This is a “claims made” policy of insurance, which means that it only covers claims made against an insured and notified to Underwriters during the period of insurance. By operation of Section 40 (3) of the *Insurance Contracts Act 1984*, where the insured gives notice in writing to the Underwriters 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 any claim arising from those facts, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.

### Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

### Average Provision

One of the insuring provisions of the proposed policy provides that where the amount required to dispose of a claim exceeds the limit of indemnity, the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the limit of indemnity bears to the total amount required to dispose of the claim.

### Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover additional liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

### **Utmost Good Faith**

In accordance with Section 13 of the *Insurance Contracts Act 1984*, the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer/insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

The above notes are not exhaustive and in no way should be read in isolation of the full policy terms, conditions, limitations and exclusions.

### **Privacy Notice**

LAUW and **Underwriters** are committed to compliance with the provisions of the Australian Privacy Principles and the *Privacy Act 1988* (Commonwealth). In order for **Underwriters** to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent **Underwriters** from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so. LAUW and **Underwriters** may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by **Underwriters** or LAUW on behalf of **Underwriters** such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to **Underwriters'** privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. You can obtain a copy of our privacy policy [here](#).

Should you require access to your personal information, **Underwriters** may be contacted on (02) 8912 6400.

## SECTION 1 YOUR DETAILS

(a)	Name of the <b>Charity</b> (including any subsidiaries requiring coverage):	
(b)	Date Established:	
(c)	Are you registered for GST?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>Tax Credits Claimed:</i> %
(d)	Main Operating Address:	
(e)	Any Operating Addresses outside of Australia:	
(f)	During the last ten years, has the <b>Charity</b> changed its name, been part of an amalgamation or merger or in any way had any material change to its activities?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide full details:</i>
(g)	Website Address: <i>(It is understood and agreed that material in the <b>Charity's</b> website is not deemed to form part of this proposal form apart from any information attached in hard copy form to the proposal form)</i>	
(h)	Do the <b>Trustees</b> anticipate any material changes to the <b>Charity</b> or to its activities in the forthcoming twelve months?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide full details:</i>

## SECTION 2 ACTIVITIES

(a)	Full description of the <b>Charity's</b> activities (including any activities undertaken in the last ten years not currently undertaken and any new activities planned for the next twelve months):	
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**SECTION 3 STAFF DETAILS**

Total number of:	
(a) <b>Trustees:</b>	
(b) Employees (not already accounted for in 3(a) above):	
(c) Volunteers (not already accounted for in 3(a) and (b) above):	

**SECTION 4 FINANCIAL INFORMATION**

Please provide financial information for the <b>Charity</b> as follows:			
	<b>Last Financial Year</b>	<b>Last 12 Months</b>	<b>Next 12 Months (Estimated)</b>
<b>(i) Total Income</b>			
<b>(ii) Total Assets</b>			
<b>(iii) Expenditure by Region:</b>			
(i) Australia			
(ii) USA / Canada			
(iii) Elsewhere (list below)			
Location:			
Location:			
Location:			
<b>(iv) Total Expenditure (i) - (iii)</b>			

**SECTION 5 DETAILS OF PROFESSIONAL SERVICES**

(a) Does the <b>Charity</b> provide (or plan to provide in the next twelve months) any professional services to third parties whether for a fee or not?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(b) Has the <b>Charity</b> ever provided such professional services in the past five years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
<i>If <b>Yes</b> to either 5(a) or 5(b) above, please provide answers to 5(c) to 5(h) below:</i>	

(c) A full description of each professional service including fees (Annual Gross Income) earned in each case:

<b>Income For Financial Year Ending:</b>			
<b>Professional Service Provided: (Please Provide Description In Each Case)</b>	<b>Last Financial Year (or last relevant year in respect of 5b)</b>	<b>Last 12 Months</b>	<b>Next 12 Months (Estimated)</b>
(i)			
(ii)			
(iii)			
(iv)			
<b>Total Fees Earned</b>			

(d) Please state the **Charity's** total fees (Annual Gross Income) derived from 5(c) above for clients domiciled in each region below:

<b>For the Financial Year Ending:</b>		<b>Last Financial Year (or last relevant year in respect of 5b)</b>	<b>Last 12 Months</b>	<b>Next 12 Months (Estimated)</b>
(i)	Australia			
(ii)	USA / Canada			
(iii)	Elsewhere (list below)			
	Location:			
	Location:			
	Location:			
(iv)	<b>Total Fees</b>			

If any fees are declared under (iii) in 5(d), please provide details of each professional service as follows:

<b>Client Name</b>	<b>Territory</b>	<b>Date</b>	<b>Details Of Work</b>	<b>Income Earned</b>	<b>Jurisdiction of Contract</b>
(e)					

	(f)	In respect of professional services provided, does the <b>Charity</b> enter (or has the <b>Charity</b> ever entered) into any tied agency agreements between itself and any insurance company, insurance intermediary, building society, bank (or other such financial institution), investment manager, stockbroker, investment intermediary, or any other such company?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide full details including any hold harmless agreements in place protecting the <b>Charity</b> against liability.</i>																					
		In respect of professional services provided, has any client represented more than 30% of the <b>Charity's</b> income in any of their last three financial years or the current financial year?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide details below.</i>																					
(g)		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Client Name</th> <th style="width: 15%;">Territory</th> <th style="width: 10%;">Date</th> <th style="width: 20%;">Details Of Work Undertaken</th> <th style="width: 10%;">Income Earned</th> <th style="width: 30%;">Jurisdiction of Contract</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Client Name	Territory	Date	Details Of Work Undertaken	Income Earned	Jurisdiction of Contract																
Client Name	Territory	Date	Details Of Work Undertaken	Income Earned	Jurisdiction of Contract																			
	(h)	In respect of professional services provided, does the <b>Charity</b> always agree terms of engagement which have been signed off by a solicitor who is acting independently of the <b>Charity's</b> client?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise under what circumstances this would not happen:</i>																					

## SECTION 6 ACTIVITIES

	(a)	Does the <b>Charity</b> (or has the <b>Charity</b> in any of the last ten years or expect to in the next twelve months):			
	(i)	Undertake clinical trials?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	(ii)	Provide healthcare services such as would be given by surgical, medical and dental practitioners, nurses and midwives, professions allied to medicine, ambulance personnel and paramedics, laboratory staff, relevant technicians or by others acting under the control of or supervision of such persons?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	(iii)	Administer drugs, medicines or give medical advice of any kind?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	(iv)	Lease or rent out land or buildings to third party users?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	(v)	Undertake environmental or pollution work of any kind?	<input type="checkbox"/> No <input type="checkbox"/> Yes		

*If Yes to any of (a) above, please advise:*

Client Name	Service Provided	Date	Income Earned	Sub Consultants Used (If Any)	Trustee Responsible

(b) Does the **Charity** (or has the **Charity** in any of the last ten years or expect to in the next twelve months):

(i) Provide certification, examination, licensing or undertake any regulatory function?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(ii) Provide insurance, accountancy, legal or financial services advice?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(iii) Provide care for vulnerable people (e.g. Special needs, sick or elderly)?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(iv) Offer financial products of any kind?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(v) Provide care, training or supervision to children under the age of 16?	<input type="checkbox"/> No <input type="checkbox"/> Yes
<i>If Yes to any of (b) above, please provide full details:</i>	
(c) Does the <b>Charity</b> offer, sell, supply, make, install, maintain, repair, alter or treat any goods or products to third parties (or has the <b>Charity</b> in any of the last ten years or expect to in the next twelve months)?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes please provide details below.</i>

Product	Charity's Role	Date	Income Earned	Protection (Y/N) *	Trustee Responsible
				<input type="checkbox"/> No <input type="checkbox"/> Yes	
				<input type="checkbox"/> No <input type="checkbox"/> Yes	
				<input type="checkbox"/> No <input type="checkbox"/> Yes	
				<input type="checkbox"/> No <input type="checkbox"/> Yes	
				<input type="checkbox"/> No <input type="checkbox"/> Yes	
				<input type="checkbox"/> No <input type="checkbox"/> Yes	

*\*Please advise whether the **Charity** has purchased adequate products liability or products guarantee insurance in respect of each item listed or is protected under a hold harmless or contractual guarantee arrangement with the manufacturers or suppliers.*

(d) Does the **Charity** undertake research and development work for Industry and Commerce (e.g. Pharmaceuticals)?  No  Yes. *If Yes please advise:*



	Client Name	Service Provided	Date	Income Earned	Sub Consultants Used (If Any)	Trustee Responsible
(i)						
(ii)	How does the Charity ensures that it does not infringe or breach any third party intellectual property rights in respect of such research and development:					
(e)	Does the <b>Charity</b> ensure that all documentation (e.g. brochures) and website material it produces are satisfactorily reviewed by a solicitor prior to release into the public domain to limit the chance of any civil liability actions (e.g. Libel)?		<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide details of what checks the <b>Charity</b> undertakes:</i>			

## SECTION 7 TRUSTEE DETAILS

(a)	Have the Trustees set up a clearly defined management committee or executive to manage and control the activities of the Charity?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide details:</i>  <i>If No, please provide details of how the <b>Charity</b> is controlled and managed:</i>
(b)	Does such management committee, executive or the like meet at least quarterly?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often it meets:</i>
(c)	Does the management committee, executive or the like review at least quarterly the <b>Charity's</b> budget forecast and financial performance?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often such review is undertaken:</i>
(d)	Is there a clearly defined control mechanism in place to ensure that <b>Charity</b> expenditure is in line with budgeted expenditure and in line with the Charity's governing document (e.g. Trust Deed, Constitution or Memorandum and Articles of Association)?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i>

<p>(e) Is there a clearly defined control mechanism in place to minimise the risk of theft of the <b>Charity's</b> assets by any of its own employees or <b>Trustees</b>?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>
<p>(f) Are all cheques and money transfers paid by the <b>Charity</b> in excess of \$5,000 subject to at least two authorised signatures?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not including details of sole signature limit and authorised sole signatories:</i></p>
<p>(g) Is there a clearly defined control mechanism in place to ensure that all money and gifts donated to the <b>Charity</b> are recorded, banked and reconciled independently within at most seven days of receipt?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>
<p>(h) In respect of fund raising activities, do the <b>Trustees</b> provide all volunteers with clearly defined rules as to their conduct and provide them with adequate identity papers where appropriate in line with the <b>Charity's</b> responsibilities under statutory regulations governing public collections.</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>
<p>(i) Do the <b>Trustees</b> review at least annually all internal control mechanisms relating to questions 7(c) - 7(i) above?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often such review is undertaken:</i></p>
<p>(j) Do the Trustees ensure that full records are kept in respect of the Charity's investments and that they are kept in a secure place?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>
<p>(k) Do the <b>Trustees</b> review at least annually the investment policy and investment performance of the <b>Charity</b>?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often such review is undertaken:</i></p>
<p>(l) Do the <b>Trustees</b> review at least every third year, the appointment of professional investment advisors and auditors?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often such review is undertaken:</i></p>
<p>(m) Do the <b>Trustees</b> review at least every five years the <b>Charity's</b> governing document (e.g. Trust Deed, Constitution or Memorandum and Articles of Association)?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please advise how often such review is undertaken:</i></p>
<p>(n) Are all new <b>Trustees</b> instructed to read and understand the <b>Charity's</b> governing document (e.g. Trust Deed, Constitution or Memorandum and Articles of Association)?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>
<p>(o) Does the <b>Charity</b> have a defined policy on retaining records related to its operation and does such policy include the requirement that all such documents are retained securely for at least 6 years?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i></p>

## SECTION 8 INSURANCE DETAILS

Please provide details of the <b>Charity's</b> current Professional Liability Insurance policy:						
(a)	<b>Insurer</b>	<b>Expiry Date</b>	<b>Limit</b>	<b>Excess</b>	<b>Retro-Active Date (If Any)</b>	<b>Premium</b>
(b)	Has the <b>Charity</b> ever been refused similar insurance, or had any policy cancelled or voided at any time?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please provide full details:</i>		
(c)	<b>Cover Required - Please State</b>		<b>Limits Required</b>	<b>Desired Excess</b>		
	1.					
	2.					

## SECTION 09 CLAIMS

Professional Indemnity Insurance is underwritten on a 'claims made' basis and the Underwriters will exclude any claim and/or circumstance which may give rise to a claim, which is known by the Proposer (s) prior to the inception date of the policy. Please provide answers to the following questions after making full enquiry of all principals, partners, directors and employees.

(a)	Have any civil liability claims ever been made against any Trustee, whether successful or otherwise?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(b)	Have any civil liability claims ever been made against the Charity, whether successful or otherwise?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(c)	Have any claims for dishonesty ever been made against any Trustee or employee, whether successful or otherwise?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(d)	Have any claims for dishonesty ever been made against the Charity, whether successful or otherwise?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(e)	Have any complaints or investigations ever been made or undertaken against any Trustee, employee or the Charity?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(f)	Has any Trustee or the Charity ever had a document relating to the Charity's activities unintentionally destroyed, damaged, lost or mislaid?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(g)	Has any Trustee or the Charity ever suffered any losses due to dishonesty of any employee, Trustee or any other person or organisation?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(h)	Has any Trustee or the Charity ever been subject to judicial review (or similar review) of the lawfulness of any enactment, decision, action or failure to act?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(i)	After full enquiry is the <b>Charity</b> or any <b>Trustee</b> aware of any circumstances relating to the questions 10(a) to 10(h) above which may give rise to a potential claim or request for indemnity under the	<input type="checkbox"/> No <input type="checkbox"/> Yes

professional liability policy?					
If Yes to any of the above, please provide full details in the table below:					
Detail Of Claim / Circumstance	Incident Date	Amount Claimed	Insurer Reserve/ Paid**	Excess	Closed (Y/N)*
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes
					<input type="checkbox"/> No <input type="checkbox"/> Yes

*\*Please advise whether the Underwriters closed their file in each case. \*\* - includes damages (or amount paid in settlement of a claim for damages), claimant's costs, costs paid to any other party, and defence/investigation costs*

**SECTION 10 DECLARATION**

I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the **Trustees** and the **Charity**. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

We acknowledge that we have read and understood the content of the **Important Notice** contained in this proposal.

Signed:	Date:
Position:	
For and/on behalf of the Trustees and Charity:	
Name in capital letters (printed):	