

# Bookkeepers & Accountants Insurance

## PROPOSAL FORM

<b>Full Name of Company, Including any Business or Trading Names</b>			
Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>			Date Business First Commenced
A.B.N.	Are You Registered For GST	Yes <input type="checkbox"/> No <input type="checkbox"/>	Tax Credits Claimed %
Do you belong to any Association	Yes <input type="checkbox"/> No <input type="checkbox"/>	Association Name(s)	
Principals Names:			
Business Address:			
Postal Address:			
Website:			
Tel:		Mob:	Email:
Number of Principals, Directors, Partners or Staff			
Number of Sub-contractors you engage to undertake your services			

<b>Business Activities or Services You Provide</b>	
<input type="checkbox"/> Bookkeepers & Bookkeeping	<input type="checkbox"/> Virtual Assistant Services
<input type="checkbox"/> BAS Agents	<input type="checkbox"/> Administration & Secretarial Services
<input type="checkbox"/> Accountants & Accounting	<input type="checkbox"/> Office Support Services
<input type="checkbox"/> TAX Agents	<input type="checkbox"/> Human Resources
<input type="checkbox"/> Auditors & Audits	<input type="checkbox"/> Invoice Factoring & Debtor Finance Services
<input type="checkbox"/> Self-Managed Superannuation Funds	<input type="checkbox"/> Owners Corp Manager
<input type="checkbox"/> Limited AFSL	<input type="checkbox"/> Training & Development Services
<input type="checkbox"/> Payroll	<input type="checkbox"/> Other Professional Services, Please state

<b>Gross Professional Fees over the periods stated. Include fees paid to sub-consultants appointed by you. Do not include GST</b>									
<b>Fee Income / Turnover</b>		<b>Australia</b>				<b>Overseas</b>			
Actual (Last 12 Months)		\$				\$			
Estimated (Next 12 Months)		\$				\$			
Please provide a percentage breakdown of the fee income earned in each state where the work was undertaken.									
<b>ACT</b>	<b>%</b>	<b>NSW</b>	<b>%</b>	<b>VIC</b>	<b>%</b>	<b>QLD</b>	<b>%</b>	<b>SA</b>	<b>%</b>
<b>WA</b>	<b>%</b>	<b>TAS</b>	<b>%</b>	<b>NT</b>	<b>%</b>	<b>O'seas</b>	<b>%</b>	<b>TOTAL</b>	<b>100%</b>
Have any claims or complaints ever been made against you or the business in the last five (5) years									Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you aware of any circumstances which may result in a claim against you or the business									Yes <input type="checkbox"/> No <input type="checkbox"/>
Details:									

<b>Insurance Cover</b>	
Tick Cover Required	Limit
<input type="checkbox"/> Professional Indemnity	<b>\$ 1,000,000</b>
<input type="checkbox"/> Professional Indemnity	<b>\$ 2,000,000</b>
<input type="checkbox"/> Professional Indemnity	<b>\$ 5,000,000</b>
<input type="checkbox"/> Professional Indemnity	<b>\$10,000,000</b>
<input type="checkbox"/> Public & Products Liability	<b>\$10,000,000</b>
<input type="checkbox"/> Public & Products Liability	<b>\$20,000,000</b>

<b>Your Current Insurance Details</b>		
Cover Limit	Expiry Date of Policy	Name of Current Insurer
\$		
\$		
\$		
\$		
\$		
\$		

<b>Instructions to Place Cover</b>	
I/We require cover	YES <input type="checkbox"/> NO <input type="checkbox"/>

Policy Start Date	/ /	Cover cannot be backdated
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<b>Premium Payment Method</b>			
VISA Credit Card <input type="checkbox"/>	Mastercard Credit Card <input type="checkbox"/>	Electronic Funds Transfer <input type="checkbox"/>	Premium Funding <input type="checkbox"/>

**DECLARATION**  
I/We hereby declare that:  
My/Our attention has been drawn to the Important Notice of this Proposal form and further I/We have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below. The above statements are true, and I/we have not suppressed or misstated any facts and should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I/we shall give immediately notice thereof. I/We authorise you, to collect or disclose any personal information relating to this insurance to/from any insurers or insurance reference service. Where I/we have provided information about another individual I/we declare that the individual has been or will be made aware of that fact. 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 Proposal form, and I/we complete this Proposal form on their behalf. Where a Policy is issued on a "minimum and deposit" premium basis, the annual premium is a minimum and deposit premium, which means that there is no refund of any premium or fees and charges in the event you cancel the policy before the normal expiry date or the policy is cancelled by the insurer prior to the normal expiry date. By signing this proposal form you acknowledge your understanding and acceptance of this condition.

<b>Signature</b>	<b>Title or Position</b>	<b>Date</b>

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## Named Sub-Contractors Addendum – Only complete if cover is required for sub-contractors

This Policy covers you for the vicarious liability arising from any sub-contractor you engage, but does not cover the actual sub-contractor. We remind you of the importance of ensuring that all contractors and sub-contractors used by you maintain adequate professional indemnity, public & products liability and workers compensation insurances. You should ensure their cover is in force before you authorise any work to commence and annually check that these covers are in place

Sub-contractors that provide work or services for you will **NOT** be covered under this insurance, **unless you have named them on your policy**. To cover them under your insurance, for services only provided for and on your behalf, their details must be provided below

**Important:** Cover under the Professional Indemnity policy will only last for as long as they remain named on the policy, once removed, all cover will cease from that point. The sub-contractor will **NOT** be covered for claims made after that date, even if they were on cover at the time a claim occurred.

### Sub-Contractor Details - State their first and surname and trading name if applicable

Name & Trading Name	
Name & Trading Name	
Name & Trading Name	
Name & Trading Name	
Name & Trading Name	
Name & Trading Name	

## PROFESSIONAL INDEMNITY & PUBLIC, PRODUCTS & ADVERTISING LIABILITY PROPOSAL FORM

### An Important Notice to the Applicant - 'Claims Made' Contracts of Insurance

The proposed professional indemnity 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 the insurer 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 reasonable 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 provide 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 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 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 1984 your duty to disclose all relevant information is set out below.

#### YOUR DUTY OF DISCLOSURE -

Before you enter into a contract of 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, 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 insurance.

Your duty however, does not require the disclosure of matters:

- that diminishes the risk to be undertaken
- that is of common knowledge
- that your insurer knows, or in the ordinary course of his/her business, ought to know
- as to which compliance with your duty is waived by the insurer

Please note: Your duty of disclosure continues after the proposal form has been completed until the policy is entered into – i.e. until the date we receive instructions to bind cover.

#### INSURER

This policy is underwritten one hundred (100%) per cent by Swiss Re International SE Australia Branch (AFSL 355088 – ABN 38 138 873 211) who are an authorised insurer in Australia within the meaning of that term under the Insurance Act 1973. In arranging and effecting this Policy, ProRisk will be acting under authority given to it by the Insurer. It will be acting as agent of the insurer not as your agent.

#### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce liability under the contract in respect of a 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.

#### 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 by the proposed policy is subject to such date, then the policy does not cover any claim arising from any actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

#### MINIMUM & DEPOSIT PREMIUM

Where a Policy is issued on a "minimum and deposit" premium basis, the annual premium is a minimum and deposit premium, which means that there is no refund of any premium or fees and charges in the event you cancel the policy before the normal expiry date or the policy is cancelled by the insurer prior to the normal expiry date.

#### RETENTION OF REMUNERATION

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all of our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. The insurer may also apply a minimum time on risk premium, cancellation fees and charges and not refund certain Government levies or taxes. You also agree that the insurer and White Insurance Brokers may offset such remuneration, fees and charges, levies or taxes from any premium refund you are entitled to.

#### PRIVACY COLLECTION STATEMENT

Privacy – We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you and if necessary, seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

If you don't provide us with full information we can't properly advise you, seek insurance terms for you or assist with claims and you can breach your duty of disclosure. For more information about how to access the personal information we hold about you, how to have the information corrected and how to complain if you think we have breached the privacy law, ask us for a copy of our Privacy Policy or visit our website.

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