



## PROPOSAL Form

### Association Liability Insurance

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#### **Important Notice Relating to this Declaration**

PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM.

Your Association Liability Insurance Policy is issued on a CLAIMS MADE basis.

This means that this policy responds to:

- (1) Claims first made against you during the policy period and notified to the Insurer during that policy period, providing 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 you; and
- (2) Pursuant to Section 40, subsection 3 of the INSURANCE CONTRACT ACT 1984 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"

When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to a 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 arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you.

When completing your declaration you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you.

This is important to ensure that you make proper disclosure (refer to notice pursuant to the INSURANCE CONTRACT ACT 1984) in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

In accordance with the provisions of the INSURANCE CONTRACT ACT 1984, DUAL Australia Pty Ltd is required to advise you of your responsibilities in relation to the disclosure of relevant information.

#### **Your Duty of Disclosure**

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the INSURANCE CONTRACT 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 the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the Insurer 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 the Insurer;
- That is of common knowledge;
- That your Insurer knows or, in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after declaration has been completed up until the time the policy is entered into.)



### **Non – Disclosure**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their 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. It is therefore vital that you make sufficient enquiries BEFORE you complete your declaration and BEFORE you sign any declaration that there has been no change in the information proposed.

Please take notice of the following statements pursuant to the provisions of the INSURANCE CONTRACT ACT 1984

### **Surrender or Waiver of any Right of Contribution or Indemnity**

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

### **Notice of Occurrences or Events**

If during the period of this policy, the Insured shall become aware of any occurrence which may give rise to a Claim under the policy and shall during the period of this insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

### **Contract by the Insured Affecting Rights of Subrogation**

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

### **When completing this Declaration...**

- Please answer all questions giving full and complete answers

It is the duty of the Proposer to provide all information that is requested in the declaration as well as to add additional relevant facts.

A relevant fact is such know fact and/or circumstance that may influence in the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker or insurer.

- If the space provided on the declaration is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question
- The declaration must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting Association Liability insurance for the firm who acts as a Proposer.

This proposal form does NOT BIND the Proposer to complete the insurance but will form part of any insurance

### **Privacy Statement**

DUAL Australia Pty Ltd is bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendments (Private Sector) Act 2000 regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We will use the information you provide in this Proposal Form (including any supplementary documentation) to consider your application for insurance, to determine policy terms, to assess a claim, etc.

We may disclose your personal information to third parties who we believe are necessary to assist us. These third parties will only use your personal information for the purposes we provided it to them (or if required by law). We may also be required to disclose your personal information to others for the purposes of public safety and/or law enforcement.

If you provide us with personal information about other individuals you must ensure that you obtain consent from those individuals to disclose that information to us.

You are entitled to access your personal information and request any correction if required.



I/We, on behalf of all INSURED and after having made full enquiries, make the following declarations:

## SECTION 1: DETAILS OF THE PROPOSER

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**Insured Name:** Down To Earth (Victoria) Co-operative Society Limited

## SECTION 2: PROFESSIONAL BUSINESS

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**CLIENT STATUS :** CURRENTLY INSURED WITH DUAL

**INDUSTRY :** CULTURE / RECREATION ASSOCIATION

**TYPE :** Non-distributing Co-operative

**STAFF NUMBERS :** Zero (160 volunteers)

**YEARS IN OPERATION :** 43 +

**STAMP DUTY & TAXES SPLIT :**

ACT (0%)	0.00 %	NSW (9%)	100.00 %	NT (10%)	0.00 %
QLD (9%)	0.00 %	SA (11%)	0.00 %	TAS (10%)	0.00 %
VIC (10%)	0.00 %	WA (10%)	0.00 %	Overseas (0%)	0.00 %

**BUSINESS DESCRIPTION**

Culture / Recreation Association

## SECTION 3: GENERAL INFORMATION

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### GENERAL QUESTIONS

Upon enquiry, is any Director, Officer or Employee of the Association aware of any facts or circumstances that may affect the ability of the Association to meet its debts as and when they fall due or any change in the financial position or capital structure of the Association that may materially affect the performance of the Association?

Yes [] No []

Upon enquiry, (a) has any claim(s) been made against the Association or any partner, principal or director of the Insured for any matter that is or would be the subject of this insurance policy in the past 5 years where the value of all claims notified exceed \$25,000 including current reserves?, or (b) are you or any partner, principal or director of the Insured aware of any circumstance or incident which may give rise to a claim under the policy?

Yes [] No []

Has the Association ever had any loss sustained through the fraud or dishonesty of any employee?

Yes [] No []

Has the Association, practice or any partner, principal or director ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined, or had special terms or restrictions imposed?

Yes [] No []

As at the date of the most recent financial reports and accounts, did fee income derived from the USA or Canada exceed 25% of the Insured's consolidated fee income?

Yes [] No []

Is the Insured Domiciled in Australia?

Yes [] No []

## SECTION 4: INCOME DETAILS

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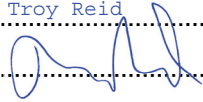


Company's Gross Consolidated Turnover (average of the last 2 years) : \$0 - \$ 2,000,000

## SECTION 5: DECLARATION

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I/WE on behalf of the INSURED declare that the statements and particulars in this Declaration are true and that no material facts have been misstated or suppressed after enquiry. I/WE on behalf of the INSURED agree that should any of the information given by us alter between the date of this Declaration and the inception date of the insurance to which this proposal relates, I/WE will give immediate notice thereof. The undersigned agrees that this Declaration, together with any other information supplied by us, shall form the basis of any contract of insurance effected thereon.

**Insured (Company Name):** Down To Earth (Victoria) Co-operative Society Limited  
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**Insured (Principal):** Troy Reid  
.....  
**Signed**  ..... **Dated** 13/08/2020