

PHOTOGRAPHER'S PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM

DETAILS OF INSURED

Proposer's name: (or company and ABN)			
Principal Address:			
Postal address :	State	Postcode	
Telephone (private)		Telephone (work)	
Telephone (mobile)		E Mail address	
Business description			
Date Business Established:			
GST Tax Status:	Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	ABN	Taxable %
Period of Insurance:	From 4.00pm / / 20 to 4.00pm / / 20		
Existing Professional Indemnity Insurance Cover			
Insurer	Indemnity limit	Date first taken out	
Has any change by way of merger, takeover or change of name occurred in the past 10 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details			
Is the proposer financially associated with any other firm, other than shown on this form?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details			

BUSINESS DETAILS

Please state the Proposer's:	Australia	USA	Other	Total
Total turnover last financial year				
Percentage sub contracted to sub contractors				
Estimated turnover for current financial year				
Estimated turnover for next financial year				
Next Financial Year End Date				
Please state the total staff numbers:	Australia	USA	Other	Total
Partners/Principals/Directors				
Other Staff				
Total				
Please provide the following information regarding the three largest contracts, relevant to the proposed insurance in the past five years				
Type of contract	Territory			Fee / Receipt
1				
2				
3				
Does the proposer belong to any Trade Association or Professional Bodies?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details				
Detail the type of photographic work you carry out (eg Paparazzi style work, journalistic etc)				

IMPORTANT NOTICES

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general 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 Insurers decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

- that diminishes the risk to be assumed 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 the insurer

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance 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 for 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.

CHANGE OF RISK OR CIRCUMSTANCE

You should advise us as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Certificate, that you will not seek to recover such loss or damage from that person, Insurers will not cover you, to the extent permitted by law, for such loss or damage.

CLAIMS MADE CONTRACT

Subject to its terms and conditions the Certificate will cover your legal liability for any claim:

- first made against you during the Certificate Period;
- resulting from any circumstance of which you become aware during the Certificate Period which could give rise to a future claim against you provided you immediately inform us in writing of such circumstances within the Certificate Period.

The Certificate will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Certificate Period.

PRIVACY

A.I.S. Insurance Brokers Pty Ltd has always protected the privacy of personal information of our valued clients. The standards by which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21st December 2001.

All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as an Underwriting Agency or as stated in this document.

How & why do we require your Personal Information

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member.

The information is collected to allow us to provide our insurance services including to arrange and place insurance cover, assess and underwrite risks, and to properly administer your claims.

What we expect of you

When you provide us with information about other individuals, we rely on you to have made, or make them, aware that you will or may provide their information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for and how they can access it. If it is sensitive information, we rely on you to have obtained consent to the above. If you have not done these things, we expect you to tell us before you provide the relevant information. If you collect, use, disclose, or handle personal information on our behalf, or receive it from us, you & your representatives must meet the relevant requirements of the NPP set out in the Privacy Act 1988 and only use and disclose it for the purposes we agree to.

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurer's are based overseas and we need to provide your personal information to them to arrange your cover.

Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.