

TERMS AND CONDITIONS

Terms & Conditions

Notice to the proposed insured:

It is a requirement of the insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1., 2., 3., 4., 5. and 6. be brought to your attention before you apply for insurance.

1 .Disclosure of relevant facts.

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, that is relevant to the insurer's 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, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

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

Non-disclosure:

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your nondisclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Comment:

The requirement of full and frank disclosure of anything which may be material to the risk for which you see cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

2. Claims made and notified policy:

This proposal is for a 'claims made and notified' policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances which you first became aware of prior to the period of cover, and which you knew or ought reasonably

to have known had the potential to give rise to a claim under this policy;

- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form. However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of the cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of Run-Off cover is essential. You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. Broker Acting as Agent of Insurer:

In effecting this contract of insurance the broker will be acting under an authority given to it by the insurer and the broker will be effecting the contract as agent of the insurer and not the insured.

4. Claims notification:

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf.

If you become aware of a claim or circumstances and you do not notify them during the policy period, you could be left uninsured or facing a reduced payout from your insurer in respect of that claim or any future related claim.

5. Average provision:

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under the policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

6. Subrogation agreements:

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

Privacy & Prorisk:

On the 21st December 2001, a new legislative regime took effect to regulate the way businesses and government bodies handle your personal information. We would like to tell you about Prorisk's approach to information privacy. It is important that you know that the personal information you are supplying will only be used by entrusted identities who will treat your personal information with the appropriate degree of privacy.

Personal Information

Personal information is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information.

How your personal information is used and disclosed.

We respect your privacy and are committed to protecting your personal information, so we only collect the information that we require to provide and market our services to you.

Prorisk needs to collect personal information directly from yourself to be able to establish and determine the correct insurance cover for your needs. Prorisk also needs to identify you/your company from other individuals assuming your identity who are attempting to gain unauthorised access to your personal information and accounts.

Before Prorisk collects any personal information about yourself or your company we must always identify ourselves by name and state the company we are employed by, being Prorisk. Prorisk must also advise yourself of the purpose of the collection of your personal information. You can choose at any time not to disclose your information to us, but please bear in mind this may hinder the service we are trying to provide to you. You will only ever be asked for information that is relevant.

If Prorisk needs to collect information about yourself, or your company, from a third party we will always approach you for the authority to do so. We will ask you to sign a consent form allowing us to access this information.

Prorisk will not use or disclose personal information that is unrelated to our services, nor will we sell your information to a third party.

Sometimes we are required, or authorised, by law to disclose your personal information.

We may disclose your personal information to a Court in response to a subpoena, or to the Australian Taxation Office following a direction issued under taxation laws.

Please note that this information may be shared among the companies within the Insurance Industry and you agree to us doing so unless you tell us otherwise. If you would prefer that we do not use your information in this way, please contact us on 03 5483 1066 or email ih@insurancehouse.com.au to let us know.

Data Quality

Prorisk must take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.

Data Security

Prorisk regards as the highest priority the security of your personal information.

With this in mind we have procedures in place to guard your information. Prorisk computer systems are protected by firewall software, which will deny access to unauthorised people trying to access our servers from an outside connection. All computer workstations are password protected.

Access to personal information

You have the right to access personal information which Prorisk collects and holds about you relating to your business transactions with this company. If you would like to access any personal information we hold about you, or you would like more information on our approach to privacy, please ask us. Prorisk may refuse you access to your personal information in a number of circumstances, for which we will always explain the reason why you have been refused access.

Some of these reasons include:

The information may relate to an existing or anticipated legal proceedings with you
Denying access is required or authorised by law
When the request for access is regarded as frivolous or vexatious

Identifiers

Prorisk does not use Commonwealth identifiers as a means by which to prove your identity. These Commonwealth identifiers include identification numbers such as your Tax File Number or Medicare Number.

Sensitive Information

Prorisk must not collect sensitive information about yourself unless you have consented, or we are required by law.

Sensitive information includes the following:

Ethnic or racial origin, Political opinions, Membership of a political association, Religious beliefs or affiliations, Philosophical beliefs, Membership of a professional or trade association, Membership of a trade union, Sexual preferences or practices, Criminal record, Health.

To enable Prorisk to give you the best possible service we may require sensitive information from yourself. You will always be told of the reason why this information is collected and you have the right to refuse, although this may affect the service we are trying to provide to you.

Updates to this Policy

Prorisk constantly reviews its policies and procedures to stay up to date with changes in the law, technology and market practice. As a result of these changes we may change this policy to reflect the relevant changes without further notice.

Request for Access

If you wish to lodge a request to gain access to your personal information, you can contact us at any of the addresses or numbers listed on the front of this document.