

# AFFINITY INSURANCE BROKERS

## Top Up Professional Indemnity Insurance

**RUN OFF Cover 2018-19 for Non Practising Barristers**

1 July 2018 – 30 June 2019

### APPLICATION FORM

**Completed Application Form to be returned to Affinity Insurance Brokers by 30 June 2018**

**Fax: (03) 8587 7700 or mail to PO Box 601, Moorabbin VIC 3189**

**Email: [mspanos@affinityib.com.au](mailto:mspanos@affinityib.com.au)**

**Full name of Insured**

**Email Address**

**Postal Address**

**Telephone No:**

**Facsimile No:**

**Please renew my current Run Off cover with Insurance Australia Limited Trading as CGU Insurance for the current limit of indemnity.**

**Your current Limit is \$\_\_\_\_\_ in excess of the compulsory primary layer cover of \$2,000,000.**

### **PRIVACY**

The information provided in this Declaration may be provided to the Victorian Bar Inc and shall be strictly confidential to the Victorian Bar Inc's General Manager and the Chair from time to time of the Victorian Bar Council's Professional Indemnity Insurance Committee and any staff member or consultant who undertakes like obligations of confidentiality. Subject to their keeping confidential the identity of the Insured and that of other parties involved in a claim or notification, the information supplied may be used by Victorian Bar Inc only for the purposes of:

- (a) providing professional indemnity insurance for barristers and determining terms and conditions of cover and premiums;
- (b) providing the Insured such assistance in connection with the claim or notification as may be appropriate;
- (c) obtaining and maintaining reinsurance for Victorian barristers;
- (d) developing risk management strategies;
- (e) maintaining a comprehensive and up to date claims history database;
- (f) establishing and maintaining a professional standards scheme for the Victorian Bar; and
- (g) setting subscriptions for membership of the Victorian Bar.

*Affinity Insurance Brokers has its own Australian Financial Services Licence AFSL No: 241185. In arranging this contract of insurance, we will be acting under an authority given to us by the insurer to bind cover on their behalf and will be acting as the insurer's agent and not as your agent.*

### CLAIMS DETAILS & RELATED MATTERS

Are you aware of any circumstances, acts, or omissions that might give rise to a claim against you (including a costs order against you), which you have not reported to your current insurer?

Yes

☐

No

☐

If yes, please provide details in a separate attachment & include with this application.

Have you or a staff member been subject to disciplinary proceedings for professional misconduct in the last seven (7) years which you have not reported to your current insurer?

Yes

☐

No

☐

If yes, please provide details in a separate attachment & include with this application.

### DECLARATION

From \_\_\_\_/\_\_\_\_/\_\_\_\_ (insert date), I will be ceasing carrying on practice in Victoria as a barrister.

Up until this date I held a practising certificate issued by the Victorian Bar Inc and was admitted to practise as an Australian Lawyer of the Supreme Court of Victoria.

My attention has been drawn to the Important Notice accompanying this Application Form and further I have read these notices carefully and acknowledge my understanding of their content by my signature below.

The above statements are true, and I have not suppressed or mis-stated any facts and should any information given by me alter between the date of this Application Form and the inception date of the insurance to which this Application Form relates I shall give immediately notice thereof.

I authorize Affinity Insurance Brokers and/or Insurance Australia Limited trading as CGU Insurance, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I have provided information about another individual (for example, an employee, or client), I declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way We handle your personal information".

I understand that a contract of insurance will not be entered into until the completed application form and any applicable premium has been received by Affinity Insurance Brokers. This will be confirmed by way of the issue to me of an Affinity Insurance Brokers tax invoice/receipt.

I acknowledge that any matter from time to time required by the contract of insurance to be notified, advised or reported to Insurance Australia Limited trading as CGU Insurance shall also separately be communicated to Affinity Insurance Brokers in writing and delivered to:

**Mary Spanos**

Affinity Insurance Brokers  
Level 1, 1265 Nepean Highway  
Cheltenham VIC 3192

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Completed Application Form to be returned to Affinity Insurance Brokers by:**

<b>Fax:</b>	(03) 8587 7700	<b>Email:</b>	<a href="mailto:mspanos@affinityib.com.au">mspanos@affinityib.com.au</a>
<b>Post:</b>	PO Box 601, Moorabbin Vic 3189		

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

**Please read and retain in your Professional Indemnity file.**

The proposed 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 CGU Professional Risks 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 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'.*

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 to 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* your duty to disclose all relevant information is set out below

**Duty of Disclosure:** Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us 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 us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into.

**Non-disclosure:** If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

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

**Surrender of Waiver of any Right of Contribution or Indemnity:** If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

## Did you know that **Affinity** offers more than just **Barristers Top – Up Professional Indemnity Insurance?**

We can also look after your:

- ❖ Office ✓
- ❖ Motor Vehicle Insurance ✓
- ❖ Home & Contents Insurance ✓
- ❖ 4WD Off Road Insurance ✓
- ❖ Landlords & Investment Property Insurance ✓
- ❖ Caravan & Campertrailer Insurance ✓
- ❖ Pleasure Craft (Boats) ✓
- ❖ Strata Buildings ✓
- ❖ Travel ✓
- ❖ Farm Insurance ✓
- ❖ And lots more..... ✓

For more information or for a quotation please feel free to  
contact our professional and friendly staff on **1300 655 850**.