

NFP Insurance Proposal Form



Contact Details

Insured Name

Person to contact

Email

Postal address

State

Post Code

Phone No.

Fax No.

Broker

Year Established:

Policy Inception Date:

Number of Volunteers

Number of Paid Workers

ABN Number

Is the Organisation Stamp Duty Exempt?

Yes

No

Website Address:

Is the Organisation an Incorporated Body

Yes

No

If Yes, under what legislation is it incorporated?

List all activities of the organisation, including those involving paid employees & volunteers:

A director, officer or bearer of your NFP in carrying out their normal duties, may receive an allegation of wrongdoing.

So too, may paid staff or volunteers as part of daily running of the organisation, for example, when giving advice via the phone, your website or marketing material. That's where this cover helps protect the organisation and the individual.



1. Limits of indemnity – (Association liability policy (Please tick the relevant box for limit of cover required.)

\$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000

2. Organisation Details

(a) Year the organisation was established.

(b) Is the organisation an incorporated body?

Yes No

If 'yes', under what legislation is it incorporated?

(c) Are you a licensed gaming venue?

Yes No

(d) Approximate number of members in your organisation.

3. Staff numbers

Please state number of:

(a) Paid Employees

National Office *State/Local Office*

(i) Executive staff, secretaries, clerical or technical staff

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(ii) All other employees

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(b) Volunteers

(i) Office bearers (excluding sub-committees)

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(ii) Sub-committee members

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4. Revenue details

(a) Actual total gross revenue for the last financial year

(b) Estimated total gross revenue for the current financial year

(c) Financial year balance date

5. Stamp Duty

(a) Please provide a percentage breakdown of revenue by state or territory (which state do you conduct your activities from?)

	%	ACT		%	NSW		%	NT		%	QLD		%	SA
	%	TAS		%	VIC		%	WA		%	O/seas		%	TOTAL

(b) Is your organisation exempt from paying stamp duty on insurance policies?

Yes No

6. Financial details *(Please state the value of)*

(a) Total assets

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(b) Total liabilities

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(c) To the best of the knowledge and belief of the organisation's and its subsidiaries' directors and officers, will the organisation and any subsidiaries and/or controlled entities be able to pay its/their debts as they fall due over the next twelve months?

Yes No

7. Does the Association:

(a) Provide any legal, financial or environmental advice or service?

Yes No

(b) Provide any medical treatment, medical advice, scientific or medical research?

Yes No

(c) Provide any child care services, before or after school care, vacation care, or any other Child minding services?

Yes No

(d) Provide any aviation services (including flight co-ordination, flight planning or the piloting of any aircraft)?

Yes No

(e) Provide any professional services (other than services provided to members) that are provided on a "fee for services" basis?

Yes No

(f) Organise protests, marches, demonstrations or lobby groups?

Yes No

(If you have answered 'Yes' to any part of Question 7, please provide full details on a separate sheet, of the type of advice, your qualifications/experience and the income generated from these activities)

While carrying out work on behalf of your organisation, should a volunteer injure themselves, no matter their age*, our personal accident cover can help protect your organisation if there is a claim.

*Conditions apply.



Death & Capital Benefit and Weekly Benefit, please select one of the following limits

Death & Capital Benefit	Weekly Benefit
\$ 25,000	\$ 500
\$ 30,000	\$ 600
\$ 35,000	\$ 700
\$ 40,000	\$ 800
\$ 45,000	\$ 900
\$ 50,000	\$ 1,000
\$ 100,000	\$ 2,000
Higher level on application \$	\$

Definitions

Death & Capital is the limit or proportion of limit paid if a volunteer becomes permanently disabled or injury results in death. Weekly Benefit 104 weeks, the weekly benefit is payable when volunteers income earned elsewhere is lost.

Number of indoor only volunteers

Number of indoor/outdoor volunteers

Number of volunteers undertaking hazardous activities

Claims & Important Disclosure Notices

Have you ever made an insurance claim or suffered an uninsured loss for this class of insurance in the past 7 years? Yes No

If Yes, please provide full details of the claim, date of loss, insurer, amount paid.

Has any insurer declined a proposal form from you or cancelled or refused to renew your policy or imposed special terms? Yes No

If Yes, please provide details, including name of insurer and reason

Have any claims ever been made against the office bearers, executive staff, sub-committee members or organisation during the past five years? Yes No

Are you aware, after enquiry, of any circumstances which may result in any claim against the office bearers, executive staff, sub-committee members, employees or organisation? Yes No

Have any losses been incurred by the office bearers or organisation which could have been the subject of claims under an Association Liability policy had it been in force? Yes No

Have any losses been incurred by the office bearers or organisation which could have been the subject of claims under a public / Products liability policy had it been in force? Yes No

Has any insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance? Yes No

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 complete this proposal form.

1. Disclosure of relevant facts

Your duty of disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

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 date is specified);
- claims made after the expiry of the period of cover even through 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 period of cover or 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 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 of 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 this 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 of 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.

Aon's Privacy Statement

Aon has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

If you would like a copy of our Privacy policy, or wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon contact or access our website – www.aon.com.au

IMPORTANT NOTICES

As your insurance advisor, we want to draw your attention to certain important matters that relate to your insurance.

Binder

In arranging this policy, Aon is acting under a binder agreement from the insurer. When acting under a binder, Aon will be acting under an authority given to it by the insurer and will be effecting the insurance contract as agent of the insurer and not as your agent. Our binder arrangement with the insurer is such that we remain your agent in the handling of any claim.

General Advice Warning

Any information provided about this policy is general in nature and does not take into account your particular objectives, financial situation and needs. Before making a decision, you should carefully consider all information provided to you including the policy wording and comparative table of coverage terms (where provided).

Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

Privacy

Aon is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the Aon Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the Aon Privacy Notice. Further information about our privacy practices can be located in the Aon Australia Group Privacy Policy Statement which can be viewed on our website at www.aon.com.au or a copy can be sent to you on request by your Aon representative.

You may also gain access to your personal information, or modify your privacy preferences, by contacting your Aon representative or our Privacy Officer at:

Privacy Officer –

By email: privacyofficer@eon.com.au

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

Other

Where your policy contains the following terms and conditions, the following apply:

Claims Made

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. 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 insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

Occurrence Basis

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received.

Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

Average or co-insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

Non Admission of Liability & Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have admitted liability or prejudiced the insurer's rights of subrogation. This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

Retroactive Date

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

Financial Services Guide

Please take the time to read our Financial Services Guide carefully as it contains some very important information about the products and services Aon Risk Services Australia Limited provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

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 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. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to.

Waiver of rights

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into a contract which might limit your right against another contracting person, please let us know immediately.

Sanctions

Aon will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

Regular Review of Sums Insured/Declared Values

It is very important that you regularly review the sums insured and/or declared values for assets covered by your insurance policies to ensure that, if you suffer a loss, you receive adequate compensation. Products such as Property Insurance often provide for settlement on a "replacement" or "reinstatement" basis. You need to make sure that sums insured and/or declared values are sufficiently increased over time to ensure that they accurately reflect the estimated replacement or reinstatement costs which might be incurred as a result of the loss.

The sum insured/declared value of each insured asset should be calculated on the estimated replacement cost (new for old) including the cost for removal of debris and any additional costs that may be required to replace the damaged property. This also prevents the Insurer from penalising you for not adequately insuring the property.

Conversely, products such as motor vehicle policies commonly insure vehicles on the basis of “the sum insured or market value, whichever is the lesser”. This means that the sums insured and/or declared values of any vehicles or other assets which depreciate over time should be appropriately reduced to reflect its current value. This also ensures that you are paying the appropriate premium for insuring the asset.

If you have any questions about this, please speak with your Aon representative.

Declaration and Signature

I / We hereby acknowledge that I / we have complied with the duty of disclosure which is stated above. I / We confirm that the answers and statements in this proposal are correct and that no information has been withheld which may affect your decision to accept this proposal or the terms of the proposed Policy.

Signature

Date

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