



## **Members of the Institute of Arbitrators & Mediators of Australia (IAMA)**

Professional indemnity insurance  
and public liability insurance

Proposal form 2010-2011

Please return completed proposal form to:

**Aon Risk Services Australia Limited**

ABN 17 000 434 720

Level 10, 63 Pirie Street, Adelaide SA 5000

GPO Box 514, Adelaide SA 5001

phone 08 8301 1111 tollfree 1800 806 493

fax 08 8301 1100

# 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.

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## 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 a 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 non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

*The requirement of full and frank disclosure of anything which may be material to the risk for which you seek 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 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. 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.

## 6. Master Policy Notice

### Shared Limit amongst all Insured IAMA members

The Professional Indemnity Policy for the members of IAMA is a Master Policy. The Limit of Indemnity of \$10,000,000 any one claim and \$ 30,000,000 in the aggregate is shared by all the Insureds. This means that if the Limit of Indemnity and any reinstatement of the Limit of Indemnity under the Two Automatic Reinstatements Automatic Extension are exhausted by Claims against some of the Insured; then there will be no cover remaining.

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## 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](http://www.aon.com.au).

## DUAL Australia Privacy Statement

DUAL Australia Pty Ltd is bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendments (Privacy 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 the 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 purpose 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.

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# IAMA Members. Information Guide

## Coverage

Professional indemnity policy covers members of The Institute of Arbitrators & Mediators of Australia (IAMA) for you;

- Legal defence costs
- Compensation, and
- Legal costs to be paid to the claimant

following allegation of professional wrongdoing by you in the course of providing services.

## Who is covered?

The Insurer has agreed to provide cover for sole practitioners who operate under a company name or operate individually. The Insurer is unable to extend cover for companies that have more than one member operating under a Company structure. We can assist these members by providing a competitive stand alone cover.

## Key features

- Up to \$10,000,000 for any one claim and \$30,000,000 in the aggregate <sup>(1)</sup>
- \$10,000,000 Public Liability
- Cover for past activities
- \$290 per year, including all charges <sup>(2)</sup>

(1) To keep the price at the low \$290, the master policy caps the total number of claims paid in one year at \$30,000,000 in the aggregate and includes \$10,000,000 public liability insurance per members.

(2) The premium includes GST, stamp duty and an administration fee. A tax invoice for the purpose of claiming any input tax credits will be issued when your completed proposal form is received.

## What activities am I covered for?

Mediation, Adjudication, Arbitration, Dispute Resolution, Expert Determination, Conflict Management, Facilitation, Community Engagement, Training, Human Resource Consultancy, Coaching, Counselling, Business Mentoring. (Also includes pre-mediation engagement, communication with the parties setting up the mediation, the actual mediation session(s), private sessions and drafting the settlement agreement with the parties).

*Please note that we are unable to include any new activities under this policy. If you are seeking clarification on any of the activities listed above, can you please send an email to IAMA. We will then work with your Association and your Insurer to provide written clarification, if required.*

## What are some of the key policy exclusions that apply?

There is no cover for the any claims arising directly or indirectly from

- Advice in relation to finance, accounting or tax matters
- Investment advice / financial planning , and
- Providing advice/ services when acting as an architect, engineer, surveyor, project manager, cost estimator or Solicitor.

## Is there any excess?

Yes, the excess is \$2,500 exclusive of legal fees and \$500 on the Public liability section.

## What happens if I retire or cease to operate?

The Policy provides free run-off cover for members (sole practitioners who have ceased to practice). This is on the basis that the IAMA Master Policy is renewed each year. If the Master Policy is not renewed or is replaced with another Insurer run-off will not be applicable.

## Need help?

Simon Magerl  
Account Broker  
(08) 8100 0604

Zhen Ip  
Account Broker  
(08) 8301 1179

# For Members of the Institute of Arbitrators & Mediators of Australia (IAMA). Proposal form

2010/2011

## Professional indemnity insurance and public liability insurance

Please complete and return this proposal form to Aon Risk Services Australia Ltd, GPO Box 514 Adelaide SA 5001.

If you are faxing your proposal form, please do not send the original. Fax 08 8301 1100 Phone 1800 806 493

This insurance provides cover for:

- Professional indemnity up to \$30,000,000 any one period of insurance
- Public liability for \$10,000,000 per member
- Fidelity guarantee up to \$50,000 any one period of insurance

### 1. Details of insured (referred to in the proposal)

Your name

Mr  Mrs  Miss

First name  Family name

Company name (includes pty ltd companies, partnerships and trading names)

Contact Person

Mr  Mrs  Miss  Ms

First name  Family name

### Postal Address

Suburb  State  Postcode

Phone   Fax

Email

2. ABN

### 3. This offer is only available to IAMA financial members.

My membership of IAMA is due:

IAMA membership number is:

### 4. Period of insurance

Please advise from what date you wish the policy to commence from:  /  /   
Date Month Year

### 5. Premium

The \$290.00 premium for this insurance applies for a 12 month period up to 31 August 2011. If you purchase this insurance after November 2010, the premium will be altered to reflect the shorter period of insurance that you will be covered for.

Please tick the box to indicate the premium that reflects when your insurance commenced (as shown in Q 4).

You will pay:	If you policy starts in the period
<input type="checkbox"/> \$290.00 (100%)	31 August 2010 to 30 November 2010
<input type="checkbox"/> \$217.50 (75%)	01 December 2010 to 28 February 2011
<input type="checkbox"/> \$145.00 (50%)	01 March 2011 to 31 May 2011
<input type="checkbox"/> \$72.50 (25%)	01 June 2011 to 31 August 2011

### 6. Payment Options

- Cheque: Please make your cheque payable to Aon Risk Services Australia Limited
- BPay / Credit Card: Details will be provided on the back of your Tax Invoice.  
NOTE: A surcharge (GST inclusive) applies to all credit card payments

### 7. Questions for the applicant

- (a) Have any professional indemnity or fidelity guarantee claims ever been made against you, your predecessors in business, or any present or former partner/director/staff?  Yes  No
- (b) Are any of the partners/directors/staff, AFTER ENQUIRY, aware of any circumstances which may result in any claim against you or your predecessors in business, or any present or former partner/director/staff?  Yes  No

If you have answered Yes to any of the above questions, please provide full details on a separate sheet of paper.

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## DECLARATION AND AGREEMENT

- I/We acknowledge that I/We have read the **Notice to the Proposed Insured** included with this form, and understand those notice.
- I/We acknowledge that if the proposal is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording.
- I/We declare that the information contained in this proposal form is true and correct and that I/We have not suppressed nor mis-stated any facts.

Signature of Principal/Director/Owner

Date signed

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### NOTES

- Please note that by accepting this policy you have given us permission to confirm to the IAMA that the insurance contract is current.**
- The proposal form can only be processed once ALL questions have been answered and the above declaration has been signed and dated.**
- If the proposal form is incomplete, the form will be returned to your with no cover affected.**