



ASUM members

Financial members of the Australasian Society of Ultrasound in Medicine (Sonographers)

Professional indemnity insurance

Proposal form 2009-2010

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.

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. 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 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.

Master Policy Shared Limit

This Proposal is for a Master Policy. The Master Policy Limit of Indemnity and the Maximum Aggregate Limit of Indemnity are by all the Insured's.

This means that if the limit of Indemnity or/and the Maximum Aggregate Limit of Indemnity are exhausted by Claims against some of the Insured's then there will be no cover remaining.

Under the terms of the Master Policy the Insurer may agree to extend the Policy to include additional Insured Members during the Period of Insurance.

Any extension of the Master Policy to include additional Insured members during the Period of Insurance does not increase the Limit of Indemnity or the Maximum Aggregate Limit of Indemnity.

The Insurer does not need to obtain the consent of the Insured prior to agreeing to extend the Policy to include new Insured Members during the Period of Insurance.

Reference to Insured Member in this Proposal Form means a legal entity or natural person included as an Insured under the master Policy by endorsement, and who is also a member of the Australasian Society of Ultrasound in Medicine.

Privacy statement

The Aon Group of companies have always valued the privacy of personal information. From 21 December 2001, when we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988.

We collect personal information to offer, provide, manage and administer the many financial services and products we and our group companies are involved in. These include insurance broking and claims management, risk management consulting, other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits, premium financing, superannuation and investment advisory services. We also collect it to be able to develop, establish and administer alliances and arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products (e.g. our clients, the relevant product issuer and their representatives, our agents and contractors and related companies). We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the purposes we use it for, the types of third parties we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must 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 and your representatives must meet the relevant requirements of the National Privacy Principles set out in the Privacy Act 1988 and only use and disclose it for the purposes we agreed to.

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.

ASUM members. Proposal form.

2009/2010

Please complete and return this proposal form to Aon Risk Services Australia Ltd.

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

1. Details of Insured (referred to in the proposal)

Name of Insured and / or name of your company to covered under by this policy

Postal Address

Suburb State Postcode

Phone Fax

Email

2. Membership details

(a) Are you a financial member of ASUM (Australasian Society of Ultrasound in Medicine)? Yes No

(b) If 'yes', please provide your membership number: _____

3. Premium Details (inclusive of costs)

Option (a) All employees \$110.00

Option (b) Self Employed Contractors \$280.00

4. Claims / Circumstances

(a) Have any application for similar insurance made against you or your predecessors in business ever been declined, cancelled or refused renewal or required special terms? Yes No

(b) Have any claims ever been made against you or your predecessors in business or any present or former partners / director / staff? Yes No

(c) Are any of the partners / director / staff, after enquiry, aware of any circumstances which may result in a claim against you or your predecessors in business or any present or former partner / director / staff? Yes No

(d) Have you or any partner / director / staff ever been subject to disciplinary proceedings for misconduct in a professional respect? Yes No

DECLARATION AND AGREEMENT

1. I/We acknowledge that I/We have read the Notice to the Proposed Insured, and I/We understand this notice. I/We acknowledge that if the proposal form is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording.
2. 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

Date signed

Note: This proposal form can only be actioned once ALL questions have been answered and the above declaration has been signed and dated. Acceptance is also subject to underwriting guidelines.

Questions and Answers

Q. What does this policy cover?

A. This policy is designed to cover your own legal defence costs as well as compensation and legal costs payable to the claimant (i.e. your client of another party) following an allegation of any acts, errors or omissions, committed in the conduct of your business, that caused a financial loss.

Q. Who is covered?

A. Sonographers and sonographers in training (associate members) who are financial members of the Australasian Society for Ultrasound in Medicine.

Q. How much cover is provided?

A. Professional Indemnity Insurance provides cover of \$5,000,000 any one claim and \$15,000,000 in total for all members.

Q. Is there any excess?

A. If you are employee the excess is **Nil**

If you are self employed the excess is \$1,000. However the excess is only payable on damages, legal fees are excess free.

Q. Does the policy cover me for past activities?

A. Yes, it is called 'Unlimited Retroactive Date'. Professional Indemnity Insurance policy is written on a claims made and notified basis. This means that there must be a policy in place at the time a claim arises and must be notified to your insurer.

By having a Unlimited Retroactive liability cover the Insurer is intending to cover mistakes that arise from work undertaken at any time in the past prior to the commencement date of the policy.

Q. What happens when I retire or cease to practice? Do I need still need to maintain cover?

A. An added benefit to the Policy is free "Run Off Cover" which will provide cover for any previous incidents, prior to retirement or leaving the profession providing that the ASUM Association's policy remains in force.

Q. Does the policy cover me for legal costs?

A. Yes, the Insurer **will in addition** to the limit of indemnity pay all other costs and expenses incurred by a member with the Insurer's written consent.

Q. Does the policy provide any additional covers?

A. Yes, all of the following extensions are automatically covered;

- ✓ Breach of duty
- ✓ Defamation
- ✓ Loss of documents
- ✓ Dishonest, fraudulent, criminal or malicious acts or omission by an employee or principal.
- ✓ Unintentional infringement of any patent, copyright, design or trademark.
- ✓ Unintentional breaches of the trade practices.
- ✓ Claim investigations cost
- ✓ Disciplinary proceedings / enquiries
- ✓ Extended continuous cover
- ✓ Two Reinstatements

Q. What will this insurance cost me?

- ☞ **Option (a) All Employees - \$110**
- ☞ **Option (b) Self employed Contractor - \$280**

The above amounts include all charges.

☞ A Tax Invoice for the purpose of claiming any Input Tax Credits you may be entitled to will be issued upon receipt of your premium payment.

Q. Who is your Insurer?

A. CGU Professional Risk Insurance, a division of CGU Insurance Limited with AA financial strength rating from Standard & Poor's.