

Important Facts Relating To This Proposal Form

You should read the following advice before proceeding to complete this proposal form

1. 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, is relevant to the insurer's decision whether to accept the risk of 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 any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his 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, refuse to pay the 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.

2. Claims Made and Notified Basis of Coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

- a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:
- b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to policy's period of cover has expired. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below;

"S40(3) Where the insured gave notice in writing to the insurer of *facts* that might give rise to 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."

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

3. Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

4. Privacy Statement

The Privacy Act 1988 (as amended) now applies and requires us to inform you that:

Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) from or about you, for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing you with the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- setting up, issuing, administering and managing the insurance provided following acceptance of an application;
- assessing and investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the Suncorp group; and
- understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

We may use and disclose your personal information for a secondary purpose related to those purposes listed above, where you would reasonably expect us to sue or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purposes listed above.

Disclosure

When necessary and in connection with the purposes listed above, we may disclose your personal information so, and/or receive some personal information from:

- other companies within the Suncorp group
- intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensees or our authorized representatives and our agents
- government bodies, law enforcement or statutory bodies, other insurance companies, reinsurers, financial institutions, insurance and claims reference providers, credit agencies, loss assessors, financiers or investigative service providers;
- mailing houses, customer research organizations;
- legal and other professional advisers; and
- other service providers, hospitals, medical and health professionals.

Marketing purposes

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes. We may also use your personal information for the purpose of marketing other products and services of third parties we think may be of interest to you. If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us. Please contact us on the details provided on the last page of this proposal form.

Disclosure of personal information overseas

Our business is trans-Tasman and therefore we will have instances where for the purposes detailed above we may send your personal information to other companies in Suncorp who are in either in Australia or New Zealand. There are also other instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- when you have asked us to do so;
- when we are authorized or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or
- it is necessary in order to facilitate a transaction on your behalf.

Consequences if information is not provided

If you do not provide us with the information we need we will be unable to administer your policy or manage any claim under your policy.

Access

You can request access to the personal information we hold about you by contacting a Vero office at one of the addresses shown on the last page of this proposal form. In some circumstances we are able to deny your request to your personal information, such as when it is unlawful to give it to you. If we deny your request for access, we will tell you why.

Privacy Statement issued

Vero Insurance Limited, registered office Level 18, 36 Wickham Terrace, Brisbane, Queensland 4000

Broker acting as agent for insurer

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

Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.

Reference to Proposer in this Proposal Form means:

- the entity and all subsidiary entities for whom cover is required
- the past and/or present employees or principals of the entity; and
- the directors of the entity and all subsidiary entities for whom cover is required.

SECTION 1		DETAILS OF THE PROPOSER	
1. Name <i>(Full legal name of each natural person & incorporated body to be Insured as well as any unincorporated business or trading name)</i>			
		ABN.....
Trading Name:.....			
2. Address			
3. Telephone Number.....Fax Number.....			
4. Contact Name.....Web site / E-mail address.....			
5. Please provide split between number of:	Full Time Including Owner/Operators	Part Time	
Professional qualified staff			
Trainee staff			
Administration staff			
Total all Staff			
6. Year Proposer commenced			
7. Total Gross Income earned in past 12 months from treatment services listed below (exclude sale of cosmetic products)		\$	
8. Please detail your activities and indicate the approximate percentage of your gross income obtained (or expect to obtain) from each activity listed below (this must total 100%).			
Activity	%	Activity	%
Laser Tattoo Removal		Teeth Whitening	
Electrolysis		Hairdressing	
Mesotherapy		Botox Injections	
Thermage		Manicure/Pedicure/Facials/ Waxing/Make-Up etc.	
Cosmetic Tattooing		Massage (Indicate type of massage performed).....	
Photo Rejuvenation		Other: (Specify each activity below)	
Body Piercing (excluding genitalia)			
Microdermabrasion			
IPL Treatments			
Solarium			
TOTAL			100%

NOTE: Note that the policy excludes coverage for genital piercing, the incidence of sarcoma, carcinomas or melanoma arising from the use of solariums, sun beds or tanning machines, colonic irrigation and tattooing (other than cosmetic). Policy wording should be read before engaging in any decision.

SECTION 2 GENERAL DETAILS

1. Are all therapists performing treatments qualified to practice that treatment?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
2. Are all trainee staff supervised by an appropriately qualified therapist when performing treatments?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
3. Are there any medical or dental practitioners performing any cosmetic or other surgery at your premises? If yes, please note that there is no cover for the medical or dental practitioner themselves however cover is provided to the insured entity.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
4. Has the Proposer any Professional Indemnity Insurance in Force? If 'Yes' please supply details. Insurer: Expiry Date:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Has any insurer, in respect of the risks to which this proposal relates, ever declined a proposal, refused renewal or terminated your Professional Indemnity policy? If 'yes' please give details	Yes <input type="checkbox"/> No <input type="checkbox"/>		
6. a) Has any claim been made against the Proposer or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates? b) Has the Proposer or any principal/partner/director/ consultant or employee incurred any other loss or expense which might be within the terms of cover? If yes in either case, please give details and advise what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss. Please attach a separate sheet if necessary.	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		
Date of Claim or loss	Brief details of each Claim or loss	Cost (if any) of Claim paid or loss incurred	Estimated outstanding loss

7. Is any principal, director, partner, consultant or employee, **after enquiry**, aware of any circumstances which might:
- a) give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? Yes No
 - b) result in Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants, employees, or principals incurring any losses or expenses which might be within the terms of this cover? Yes No
 - c) otherwise affect the Company's consideration of this Insurance? Yes No

If yes to any, please give details, including maximum potential cost. Please attach a separate sheet if necessary.

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It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage

SECTION 3 INSURANCE

1 Professional Indemnity Insurance

Please indicate the Limit of Indemnity cover required under this insurance

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

2. Do you require a quotation for your General Insurance Coverage i.e. Contents, Machinery Breakdown, Public Liability etc. Yes No

SECTION 4 GENERAL INFORMATION

1. Are you a member of the **Aesthetics Practitioners Advisory Network Pty. Ltd. (APAN)** or were you referred by the association or read about our cover in the Association's Journal or website? Yes No
2. Do you belong to any other Association, if so please specify: Yes No

DECLARATION							
<p>I/We the undersigned duly authorised person(s) declare that:</p> <ul style="list-style-type: none"> i. I am/we are authorised by each of the Proposers to sign this Proposal Form; and ii. the above statements are correct, true and complete; and iii. no information material to this Proposal Form has been withheld; and iv. I/we have read the important facts which you have put before me/us and I/we understand the advice given in relation to the duty of disclosure; and v. I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and vi. I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and vii. I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and viii. I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance. 							
Signed							
Name of Partner(s) or Director(s).....							
On Behalf of*..... * Insert Name of Firm							
Date.....							
Stamp Duty Declaration							
Please provide a breakdown in the number of employees by location as follows.							
NSW	VIC	QLD	SA	WA	TAS	ACT	NT
How to contact Marsh Finpro							
Queensland – Contact : Leanne Hodgins or Tabatha Gryl Account Executive Marsh Pty Ltd Address: Lvl 20, Riverside Centre, 123 Eagle Street Brisbane QLD 4000 GPO Box 2743, Brisbane QLD 4001					Tel 07 3115 4541 Fax 07 3839 9376 email: leanne.hodgins@marsh.com tabatha.gryl@marsh.com		

IMPORTANT NOTICES

These notices outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise your Client Executive immediately if you wish to make a further 'declaration' or have questions about general or policy specific* notices.

Disclosure

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

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, 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 matters:

- ☞ that diminish the risk to be undertaken by the insurer,
- ☪ that are of common knowledge,
- ☍ that your insurer knows or, in the ordinary course of its business, ought to know, or
- ☎ 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.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

Essential Reading of Policy Wording

We will provide you with a copy of the insurers standard policy wording at the time of providing you with quotation/s. It is essential that you review this wording to confirm that it meets with your requirements.

We will also provide you with a full copy of your policy as soon as it is received from the insurer.

Again it is essential that you read this document without delay and advise Marsh Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- ☍ mergers or acquisitions,
- ☒ changes in occupation or location,
- ☎ new products or services, or
- ☎ new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

Privacy Notice

Marsh Pty Ltd ("Marsh") and the insurers that Marsh place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Marsh, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer
Marsh Pty Ltd
PO Box H176
Australia Square NSW 1215

ABN 86 004 651 512
Tel 02 8864 7688
Email privacy.australia@marsh.com

What should I do if I have a Complaint?

Contact us and tell us about your complaint. We have our own internal complaints handling procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the Marsh representative servicing your account. Alternatively you may contact us either by e-mail: complaints.australia@marsh.com or telephone the Marsh Complaints Officer on (02) 8864 8888

If your complaint is not resolved to your satisfaction, we will handle the matter under our internal complaints handling process. Either a manager of the business unit which is the recipient of the complaint &/or the Marsh Complaints Officer will investigate your complaint and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.

We are a member of two external dispute resolution schemes. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by these schemes:

The Insurance Brokers Disputes Limited (IBD)

When Marsh is acting on your behalf as an insurance broker, you may be able to refer your complaint to IBD. IBD covers a range of policies including motor vehicle, home buildings and contents, sickness and accident, life, consumer credit, travel, personal and domestic property policies and small business pack policies.

If you have any query about whether your complaint can be handled by IBD, call 1800 064 169 or e-mail info@ibdLtd.com.au

The Insurance Ombudsman Service Limited (IOS)

When Marsh is acting for an insurance company, you may be able to refer your complaint to the IOS which is a national Scheme for consumers aimed at resolving disputes between insureds and their insurance companies or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party claim). The Scheme also provides free advice and information about any general insurance matter.

If you have any query about whether your complaint can be handled by IOS, call 1300 78 08 08 or e-mail ios@insuranceombudsman.com.au

Claims made during the Period of Insurance*

Some policies provide cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of any clause/s relating to a "retroactive date" (see Notice below titled "Retrospective Cover").

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

Retrospective Cover*

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

Placements with Direct Offshore Foreign Insurers*

Some policies may be placed with (or partly with) a direct offshore foreign insurer that is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. Such insurers are not subject to the provisions of the Act, which establishes a system of financial supervision of general insurers in Australia.

It is a matter for your consideration whether you should obtain further information from us on matters such as:

- ✂ the name and postal address of the insurer;
- er the country of incorporation of the insurer and whether that country has a scheme of financial supervision of insurers;
- & the paid up capital of the insurer;
- which country's laws will determine disputes under the contract.

Underwriting Binder*

Some or all of the insurance being proposed for might be placed with an insurer who has given to us an authority to effect the contract of insurance with you as its agent and not yours.