

About Brooklyn

XL Insurance Company SE , Australia branch, trading as Brooklyn Underwriting, ABN 36 083 570 441 (Brooklyn) is a leading Australian Underwriting Agency. In all respects, Brooklyn acts as an agent of the Insurer and not for You.

Contact details for Brooklyn are:-

**Angel Place, Level 28,
123 Pitt Street, Sydney NSW 2000
t: (02) 8270 1790
w: www.brooklynunderwriting.com.au**

About the Insurer

This insurance is underwritten by Brooklyn for and on behalf of XL Insurance Company SE, Australia branch (the Insurer) in accordance with the Binding Authority Agreement between the two parties. The Insurer is an APRA-authorized insurance company that enables our partners to provide innovative, tailor-made solutions to their clients.

Listed below are the Insurer's current Insurer Financial Strength Ratings:

AM Best	A+
Standard & Poor's	AA
Fitch Ratings	AA
Moody's	Aa3

Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us 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 Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

It is important that all information provided in support of Your application for insurance is understood by You and is correct, as You will be bound by Your answers and by the information provided by You. If You do not understand any part of this notice, You should obtain independent advice.

Your duty of disclosure continues after Your application for insurance has been completed up until the contract of insurance is entered into.

Non-Disclosure

If You:

- (i) failed to disclose any matter which You were under a duty to disclose to the Us, or
- (ii) made a misrepresentation to the Us before this Policy was entered into and if We would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation then -
- (a) Our liability in respect of any claim will be reduced to an amount to place Us in the same position in which We would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
- (b) if the non-disclosure or misrepresentation was fraudulent, We may avoid this Policy.

Privacy Statement

Brooklyn collects personal information in order to provide its various services which include insurance broking, claims management, risk management consultancy, underwriting management, and reinsurance.

If the personal information Brooklyn requests from You is not provided, Brooklyn or any involved third party may not be able to provide the appropriate services.

Brooklyn discloses personal information to third parties who are involved in the provision of Our services. For example, in arranging and managing Your insurance needs Brooklyn may provide information (including sensitive information such as health information) to insurers, reinsurers, other insurance intermediaries, it's advisors such as loss adjustors, lawyers and accountants, and other parties involved in the claims handling process.

By submitting Your Proposal and continuing to deal with Us, You confirm on Your behalf and/or on behalf of those You represent consent to Brooklyn and these parties collecting, using and disclosing personal and sensitive information about You.

Brooklyn has a duty to maintain the confidentiality of its client's affairs which includes their personal information. Our duty of confidentiality applies except where disclosure of Your personal information is with Your consent or required by law.

Brooklyn may make use of Your personal information to provide You with information about its products and services. Simply contact the Brooklyn Privacy Officer on the details below if You would like to:

- Access the personal information Brooklyn holds about You
- Update or correct the information Brooklyn holds about You
- Discuss Your privacy concerns
- Be removed from the mailing list to receive information about Brooklyn products and services

Privacy Officer

XL Insurance Company SE
trading as Brooklyn Underwriting
Level 28, 123 Pitt Street
Sydney NSW 2000
t: (02) 8270 1790
e: privacyaustralia@axaxl.com

PROFESSIONAL INDEMNITY

1. Name of Proposer (include all subsidiary companies, trading names & trustees for whom cover is required)

ABN: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Property Address: _____ State: _____ Post Code: _____

Postal Address: _____ State: _____ Post Code: _____

Total Number of Locations: _____ Date Business Commenced: ____/____/____

Total Number of Principals and Staff: _____

2.

Name	Age	Qualifications	Total Years Practicing	
			Current Business	Previous Business

3. Please state the gross turnover derived from each of the following services within Australia and NZ:

Training Services	Past 12 months	Next 12 months
a) Accredited Training	\$	\$
b) Non Accredited Training	\$	\$
c) Other Professional Services	\$	\$
TOTAL	\$	\$

4. Please provide a detailed description of the type of training provided:

a) Accredited Training

b) Non Accredited Training

c) Other Professional Services

5. Do you require cover for Other Professional Services from above? Yes No

6. Please detail the approximate percentage of the Proposer’s fee income derived from the following classes of training:

Activity	Percentage		
Class A	Class Room & on-line / distance education training– which does not include a physical component.	Trainer provides training in a traditional classroom environment i.e. one in which uses a black board, white board, power point presentations, overhead projector training, reading or language teaching, computer training etc.	%
Class B	Class Room training where a minor physical component within the training is provided.	Trainer provides training in arts and crafts such as painting, calligraphy, knitting, origami, music teachers, sculpture, pottery, card marking) etc. Any use of machinery should not be classed in this category etc.	%
Class C	Indoor Training where the training provided includes a physical component	Woodwork, tai chi, hairdressing, first aid training, aged care training, childcare training etc.	%
Class D	Outdoor Training includes any minor to severe physical training	Driver training, security training, operation of any machinery or equipment, construction industry training, mining industry training	%
Total			%

7. a) For any Class C or D training, please advise what the practical training entails:

b) Is first aid training carried out on dummies/mannequins only (if applicable)?

c) What is the maximum height at which the training takes place? (For construction industry training ONLY e.g. forklifts etc.)

d) Are trainees suitably attired in protective clothing when undertaking training and does the trainer follow Personal protective equipment (PPE) guidelines?

e) Is the training area cordoned off with appropriate signage?

f) What is the trainer to trainee ratio?

g) What machinery is used for training and who is this owned by?

h) Is the training carried out at the Insured's premises or a third party facility?

i) What is the age of the participants?

j) Do the trainees have any prior experience?

k) Is an induction course performed prior to training?

l) Please outline any safety precautions which have been implemented to minimise the risk of injury being sustained to persons.

8. Do you require cover for students who are placed in the workforce to gain practical work experience as a prerequisite to obtaining their qualifications/certificate? Yes No

a) What professional services are being performed by students on placement?

b) Where are the students placed and for how long do these placements take place?

c) How many students per year are engaged in the placements?

d) Are the students under constant supervision (by qualified professionals) during the course of their placement?

Important Note: Note where we provide cover for these services, insurance is restricted to services performed whilst under the supervision of a qualified employee of the host company (where these services are offered and arranged by you). Additional premium may be applicable in these circumstances.

9. Please provide a breakdown of percentages in fee income by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S
%	%	%	%	%	%	%	%	%

10. If the insured has any fee income from overseas please complete the following:

Country	Fee's	Number of Staff	Services

11. Do you have an ASQA Registration in respect of the Accredited Training course you provide? Yes No

12. Is the Proposer a member of a professional association? Yes No

13. Does the Proposer have other Professional Indemnity Policy in force? Yes No

Name of Insurer _____ Renewal Date _____ / _____ / _____

14. Limit of Professional Indemnity required:

- 1,000,000 2,000,000 3,000,000
- 5,000,000 10,000,000 4,000,000

PUBLIC AND PRODUCTS LIABILITY

Important note:

Please note that this optional extension for public and products liability is offered on an “occurrence basis”. This means that the Policy responds to Claims that occur during the policy period.

15. Limit of Public Liability required:

5,000,000	10,000,000	20,000,000
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a) Do you engage contractors/sub-contractors?	Yes	No
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If Yes, - Please provide details of their activities and estimated annual payments.

b) Are subcontractors are required to carry their own Insurances?	Yes	No
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CLAIMS AND CIRCUMSTANCE DETAILS

16 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?	Yes	No
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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?	Yes	No
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17. 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
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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
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c) Otherwise affect the Company’s consideration of this insurance?	Yes	No
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d) Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (eg. liquidation or receivership)?	Yes	No
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If yes in any case, please attach separate sheet providing full details including what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss.

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

GENERAL INSURANCE INFORMATION

18. Has any insurer, in respect of the risks to which this proposal relates, ever:

- | | | |
|---|-----|----|
| a) declined a proposal, refused renewal or terminated any insurance? | Yes | No |
| b) declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an excess)? | Yes | No |

If Yes in either case, please provide details:

DECLARATION

I/We the undersigned duly authorised person(s) declare that:

- I am / we are authorised by each of the Proposers to sign this Proposal Form; and
- The above statement are correct, true and complete; and
- No information material to this Proposal Form has been withheld; and
- I/we have read the important facts which you have put before me / us and I / we understand the advice given in relation to necessary and detailed enquiries in order to comply with the duty of disclosure; and
- I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- 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.

Signature:	_____	Date:	____/____/____
Print Name:	_____		
Company:	_____		