

# NEW SOUTH WALES BARRISTERS PROPOSAL FORM

## PLEASE NOTE BEFORE COMPLETING YOUR PROPOSAL FORM

All Barristers:

- with **claims and / or** circumstances, or
- who've had Disciplinary Proceedings brought against them (notified or not), or
- who've had their Practising Certificate withdrawn or suspended in the last six (6) years, or
- Fees exceeding \$2,000,000, or
- Who require a Limit of Indemnity in excess of **\$5 Million**

**Must** note this information accordingly below and forward the completed proposal form with supporting documentation before quotation to Marsh Advantage Insurance (Marsh) via email [barristers@marsh.com](mailto:barristers@marsh.com) as soon as possible to avoid any delays.

Barristers who do not fall into any of the above categories are kindly requested to return this completed proposal form prior to **7th June 2025** to Marsh via email [barristers@marsh.com](mailto:barristers@marsh.com)

### Marsh Advantage Insurance Pty Ltd

Tower 1, Collins Square, 727 Collins Street, Docklands VIC 3008

E: [barristers@marsh.com](mailto:barristers@marsh.com)

Should you have any queries or require any assistance in completing this proposal form, please contact: Mark Dal-Corobbo on (03) 9936 2100.

Prior to completing this proposal form, please read the below section "IMPORTANT INFORMATION – GENERAL INSURANCE". Retain a copy of this completed form for your records.

## YOUR DETAILS

1. Bar Association ID					
2. Name:					
3. Chambers:					
4. Address:					
Suburb		State:		Postcode:	
5. Clerk:					
6. Telephone:		Mobile:		Fax:	
7. Email:					
8. Are you					
a) A first year reader who joined the NSW Bar Association in 2025		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
b) A second year reader who joined the NSW Bar Association in 2024		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
c) Academic employed barrister?		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
9. Do you currently have Professional Indemnity Insurance?		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If <b>Yes</b> to 9					
i) What is your current Limit of Indemnity?			\$		
ii) Who is your current Insurer?					
10. In the last six (6) years have:					
a) Any claims been made against you? ;or		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
b) You been (or are you) the subject of any disciplinary proceeding or investigation?		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
c) You had your practicing certificate suspended or withdrawn		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If <b>YES</b> please list matters below and attach full details.					
Please provide detailed history of claim and/or disciplinary proceeding or investigation on separate letterhead.					

11. Are you aware of any circumstances, that has not been notified to the insurer, that may give rise to a claim and/or disciplinary investigation or proceeding against you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES please list matters below and attach full details.		
Please provide detailed history of claim and/or disciplinary proceeding or investigation on separate letterhead.		
12. Is there any other material information that the Underwriters would need to know when writing this risk, including but not limited to: - bankruptcy, criminal conviction, declined insurance and/or cancelled or voided insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. What year did you commence practicing as a barrister?		
14. Please declare your actual gross fees billed (excluding GST) for the last 12 months or last financial year	\$	
15. Please give the percentage of Criminal work undertaken for the last financial year	%	
16. Limit of Professional Indemnity required? Please select below.		
<input type="checkbox"/> \$1,500,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 <input type="checkbox"/> \$4,000,000 <input type="checkbox"/> \$5,000,000		
The excess applicable to this insurance is \$0 for each and every claim OR \$5,000 for each and every claim inclusive of costs and expenses in relation to disciplinary matters.		
<b>17. Optional Extension</b>		
Public Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, limit required?	<input type="checkbox"/> \$5,000,000	
	<input type="checkbox"/> \$10,000,000	
	<input type="checkbox"/> \$20,000,000	

## DECLARATION

I acknowledge that before completing this proposal form, I have read and understood the **Important Information – General Insurance** section below.

I declare that the statements and particulars above are true and that no material facts have been suppressed or misstated and, at the present time I have no reason to anticipate any claim or disciplinary investigation or proceeding being brought against me, other than as declared herein and agree that this declaration shall be the basis of the contract between me and the Insurer.

I understand and consent to Marsh Advantage Insurance Pty Ltd (and my insurer) providing to the New South Wales Bar Association, information regarding the professional indemnity insurance bound on my behalf by them (including details on the level of insurance held and the premium and past and future claims and disciplinary investigations or proceedings brought against me). I understand that the disclosure of claims information is required for the purposes of assisting the New South Wales Bar Association to implement risk management strategies and training to assist in reducing the number of claims, and for the purposes of providing information under the Scheme under the Professional Standards Act 1994. I understand that the information to be disclosed in relation to claims, will be in an anonymous form and that my identity will not be disclosed.



**Instructions to bind Professional Indemnity Policy for 2025 – 2026**

I hereby authorise Marsh Advantage Insurance Pty Ltd to bind cover in accordance with details provided in this proposal form.

Your policy documentation will be forwarded to you as confirmation of cover together with Payment Options, including a monthly instalment facility.

**If you qualify for the NSW Stamp Duty Exemption, please complete the attached declaration.**

Signature of Applicant:

*(Signed)*

*(Please Print Name)*

Date:

**Marsh Advantage Insurance Pty Ltd**

Tower 1, Collins Square, 727 Collins Street, Docklands VIC 3008

Contact: Mark Dal-Corobbo | Telephone : (03) 9936 2100 | Email: [barristers@marsh.com](mailto:barristers@marsh.com)

**NSW INSURANCE DUTY - SMALL BUSINESS EXEMPTION DECLARATION**

As announced in the 2017-18 NSW State Budget, small businesses will be exempt from NSW stamp duty on certain types of insurance policies effected, renewed or amended on or after 1 January 2018.

**TYPES OF EXEMPT INSURANCES**

- Commercial Motor Vehicle insurance for vehicles used primarily for business purposes
- Commercial Aviation insurance for aircraft used primarily for business purposes
- Occupational Indemnity insurance (including Professional Indemnity) - covering liability arising out of the provision by a person of professional services or other services (other than medical indemnity cover within the meaning of the Medical Indemnity Act 2002 of the Commonwealth)
- Public/Product Liability insurance - covering liability for personal injury or property damage occurring in connection with a business or arising out of the products or services of a business

**WHAT IS A SMALL BUSINESS FOR THE PURPOSE OF THE EXEMPTION?**

A 'small business' is an entity within the meaning of section 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth for the current financial year in which the insurance is effected or renewed. At present, you are a small business entity if you are an individual, partnership, company or trust that:

- is carrying on a business, and
- has an aggregated turnover of less than \$2 million which is your total annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you.

**IMPORTANT NOTE**

- If you are uncertain whether you meet the criteria noted above for a small business, please consult your accountant or financial adviser
- False declarations may result in penalties from Revenue NSW of up to \$11,000 plus the insurance duty not paid and penalty interest
- Revenue NSW may also be able to answer your queries in relation to the law and your obligations.

**I declare for and on behalf of the Insured:**

I am a small business entity (within the meaning of section 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth.

Name of Insured		ABN of Insured (If applicable)	
Signature		Print Name	
Job Title		Date	

# Important Information – General Insurance

## INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

### Consumer Insurance Contracts

#### Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

##### What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

##### Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

##### When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

##### What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

##### How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

### DUTY OF DISCLOSURE – OTHER INSURANCE CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

### **If you do not tell us something**

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

### **DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES**

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.

### **ESSENTIAL READING OF POLICY WORDING**

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

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

### **CHANGE OF RISK OR CIRCUMSTANCES**

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

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

### **HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS**

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

### **INSURING THE INTERESTS OF OTHER PARTIES**

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

### **NSW STAMP DUTY EXEMPTION**

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (\*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

### **SEVERAL LIABILITY**

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

### **NEW CLAIMS / UNREPORTED LOSSES**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

### **CONFIRMATION OF TRANSACTION**

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

### **REFUND OF PREMIUMS**

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

### **FINANCIAL SERVICES GUIDE (FSG)**

For important information about us and the services we provide go to the link below to download the Marsh Advantage Insurance Financial Services Guide. You should read the FSG carefully and make sure you understand it. If there is anything you do not understand, please contact us.

<https://www.marsh.com/au/financial-services-guide.html>

### **GENERAL ADVICE WARNING**

It is important that you understand and are satisfied with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.



## TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s), you can access this via our [online portal](#) which provides access to the insurer TMD by policy class.

## CODE OF PRACTICE

We are a member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Practice (the Code) when acting as an agent of the insured. When we are acting as an agent of the insurer, we are bound by the General Insurance Code of Practice. For more details refer to [our webpage](#) for the standards we are required to follow under the Code.

## REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf, even where an insurance policy is amended, terminated or otherwise cancelled. In addition to the above we, or any company within the Marsh Pty Ltd group of companies, may receive income from insurers; including interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

## RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

## COMPLAINTS PROCEDURES

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on +61 3 9603 2338 or email [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com). More information on our complaints procedure can be found in our Financial Services Guide or [via our website](#).

## PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and the Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our [Privacy Policy](#).

Contact your Adviser if you require a copy or email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)

## EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

## NOT A RENEWABLE CONTRACT

Where all or part of this policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation(s) can be prepared for your consideration prior to the termination of the current policy.

## CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of this policy provides cover on a claims made basis, any 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 the Prior and Pending Litigation Date stated in the Schedule.

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.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

## 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.

## PRIVACY NOTICE

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFS licence number 238 969) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at <https://www.marshadvantage.com.au/privacypolicy.html>. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers;



- other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers;
- suppliers and other third parties with whom we have commercial relationships for business, marketing and related purposes; or • government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give us 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.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below).

If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want. If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)

Phone – (02) 8864 7688

Post – PO Box H176, Australia Square NSW 1215