

# Barristers Professional Indemnity Insurance Proposal Form

## Instructions

Please read the important information, which includes information about your duty of disclosure and Suncorp's Privacy Statement.

Please return the completed form to:

Email: sunprorisk@suncorp.com.au

Post: Suncorp Professional Risks,

Phone: 1300 308 950

Level 10, 10 Shelley Street, Sydney NSW 2000

## 1. Proposer details

First name(s)  Surname   
Chambers

## 2. Contact details

Address   
 State  Postcode   
Email   
Home  Mobile  Fax number

## 3. Practice details

a. Nature of practice: *Please select only one of the following*

- Practising Barrister  
 Practising Barrister specialising in criminal law (at least 80% of work is criminal law)  
 Reader / Pupil  
 Academic only  
 Mediator / Arbitrator only

b. State Bar

c. Bar ID

d. Year commenced at Bar

e. Gross fee (excluding GST) invoiced during past 12 months  \$

*If practising less than a year, please estimate the next 12 months*

f. Do you practice in any other states?  Yes  No

g. Do you practice overseas?  Yes  No

*If 'Yes' to either 3(f) or 3(g), please provide full details below or attach a separate page.*

## 4. Disciplinary history

a. Have you ever been the subject of disciplinary action or pending disciplinary action brought by or on behalf of any Bar Association or Law Society, or been refused a practising certificate?  Yes  No

b. Have you ever been the subject of a complaint, dispute, charge or threatened charge made pursuant to any Legal Professional Act, Legal Practice Act or similar Act or Regulations?  Yes  No

*If 'Yes' to either 4(a) or 4(b), please provide full details below or attach a separate page.*

## 5. Claims / circumstances history

a. Has any claim(s) ever been made against you or negligence alleged against you in connection with any legal practice?  Yes  No

b. Are you aware of any circumstance(s) which may give rise to a claim(s) against you in connection with any legal practice (regardless of whether you were considered liable or not)?  Yes  No

c. Have you ever had any insurance declined, cancelled, refused, special conditions imposed, a claim rejected or special excess imposed?  Yes  No

*If 'Yes' to either 5(a), 5(b) or 5(c), please provide full details below or attach a separate page.*

## 6. Insurance details

a. Which limits of indemnity would you like to be quoted?

\$1,500,000    \$2,000,000    \$5,000,000    \$10,000,000    Other:

b. Do you have any Professional Indemnity Insurance as a barrister currently in force?  Yes    No

If 'Yes' please provide the following details:

Insurer(s)	Expiry date	Limit of Indemnity	Premium
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

## 7. Authorised parties

Do you wish to authorise other people to deal with your Professional Indemnity Insurance on your behalf?  Yes    No

If 'Yes' please provide us with the attached 'Authorised parties' addendum.

## Declaration

I am, or am intending to become, a member of the Bar Association indicated in this proposal.

I have read and understood the duty of disclosure.

I have made all enquiries necessary for compliance with the duty of disclosure.

All information in the proposal and any attachments to the proposal is true, correct and complete, and no relevant information has been omitted.

I understand that Suncorp will rely on the information I've provided.

I undertake to tell Suncorp if any of the information changes before the commencement date of the policy.

I understand that Suncorp isn't bound to provide a quote and I am not bound to accept any quote Suncorp provides.

I understand that no insurance is in force until confirmed by Suncorp.

I have read and understood the privacy statement.

I consent to the use, disclosure and obtaining of information as detailed in the privacy statement.

I have read and understood the important information and notices/conditions included with this proposal and which Suncorp has otherwise put before me.

I authorise Suncorp to provide the Bar Association with a copy of my Certificate of Insurance to facilitate the issuing of a practising certificate to me.

I authorise Suncorp to make available from time to time to the Chairman of the Professional Indemnity Insurance Committee and the Bar's Executive Director, upon request by them, information in anonymous form relating to any claim, past, present or future, made against me and the level of insurance cover held. I give this authority on the basis that the information disclosed is required for the purposes of implementing risk management strategies and training programmes to support the scheme under the relevant professional standards legislation.

Please do not send me product related material on the range of financial products and services offered by the Suncorp Group

Signature of proposer

Date

Name

## Notes

**RECEIVE A QUOTATION** - A Quotation will be provided upon receipt of a fully completed Proposal Form, subject always to our acceptance.

**PREMIUM FUNDING** - Payment of your Premium by monthly instalments can be arranged by premium funding (for amounts over \$500).

You may arrange premium funding through any Premium Funding Company. Your premium funding arrangement is subject to the discretion, and the terms and conditions of the Premium Funding Company. The Premium Funding Company acts on its own behalf and does not act as agent of Suncorp. AAI Limited trading as Suncorp Insurance does not guarantee the benefits payable or assume any obligation or liability under any arrangement you may have with a Premium Funding Company.

## Important Information

### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for;
- is common knowledge;
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Suncorp Group Notice

Various products and services are provided by different entities in the Suncorp Group. The different entities in the Suncorp Group are not responsible for, do not guarantee and are not liable in respect of products or services provided by other entities in the Suncorp Group.

Suncorp Bank does not guarantee and is not liable for this product.

This product is not a bank deposit or other bank liability.

### General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone (02) 9253 5100 or 1300 728 228
- Website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

### Our complaints handling procedures

We are committed to:

- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

How to contact us with a complaint

### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 1300 888 073

By email: [claims@vero.com.au](mailto:claims@vero.com.au)

Complaints can usually be resolved on the spot or within 5 business days.

### Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1300 264 470

By email: [idr@vero.com.au](mailto:idr@vero.com.au)

In writing: Customer Relations, Vero, PO Box 14180,  
Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, there are external dispute remedies such as mediation, arbitration or legal action you may pursue.

### Claims made basis and retroactive date

This policy is issued on a 'claims made and notified' basis. This means that the policy covers claims:

- first made against you during the period of insurance; and
- you tell us about during the period of insurance.

If the Run Off Cover clause is activated, the policy will provide:

- an additional run-off cover period for you to tell us about claims first made against you during the period of insurance; and
- cover for claims first made against you during the run-off cover period and which you tell us about during the run-off period - provided the claims are based on an act, error, or omission alleged to have been committed prior to the commencement of the run-off cover period.

Pursuant to section 54 of the Insurance Contracts Act 1984, if you tell us about claims first made against you during the period of insurance (or run-off cover period, if applicable), after the period of insurance and any applicable run-off cover period expires, we may be able to reduce our liability by an amount that fairly represents the extent to which our interests were prejudiced as a result of your delay in notifying us of the claim.

Written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984: If during the period of insurance, you learn about facts that might lead to a claim and you tell us in writing about these facts as soon as reasonably practicable after you became aware of those facts but before the end of the period of insurance, we will treat any subsequent claim arising from those facts as though it was made against you during the period of insurance.

The policy doesn't cover claims or potential claims that you knew about prior to the period of insurance which would have put a reasonable person in your position on notice a claim may be made against you. (There are some exceptions to this rule if a 'Continuous Cover' extension applies).

If a retroactive date is applied or shown on the policy schedule, the policy doesn't cover claims resulting from an act or failure to do something before that date.

### Average provision

If a payment in excess of the Limit of Indemnity available under your policy has to be made to dispose of a claim, Suncorp's liability for Defence Costs 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 payments.

### Preservation of rights of recovery / Subrogation waiver

This policy contains provisions that has the effect of excluding or limiting Suncorp's liability for a loss or liability incurred due to the Insured entering into:

- any agreement whereby the Insured releases, agrees not to sue or waives or prejudices any rights of recovery; or
- any deed or agreement excluding, limiting or delaying the legal rights of recovery against another party; or
- any agreement or compromise whereby any rights or remedies to which Suncorp would be subrogated are or may be prejudiced.

### Overseas activities

If this policy provides cover for the conduct of activities outside of Australia or claims brought in legal jurisdictions outside of Australia, it is possible other countries' laws or regulations may nevertheless prevent this policy from responding to provide that cover. If you conduct activities overseas you may wish to seek advice from a legal or insurance professional who understands the relevant countries' insurance requirements.

AAI Limited trading as Suncorp Insurance ("Suncorp Insurance"), is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

### **Why do we collect personal information?**

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you when you do business with us;
- understand your requirements and provide you with a product or service and systems;
- set up, administer and manage our products and services, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

### **What happens if you don't give us your personal information?**

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

### **How we handle your personal information**

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - information technology providers,
  - administration or business management services, consultancy firms, auditors and business management consultants,
  - marketing agencies and other marketing service providers,
  - claims management service providers
  - print/mail/digital service providers, and
  - imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;

- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

### **Overseas Disclosure**

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy), or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

### **Your personal information and our marketing practices**

Every now and then, we and any related companies that use the Suncorp Brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

### **How to access and correct your personal information or make a complaint**

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint.

You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

### **Contact us**

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries, or giving us your marketing preferences you can:

- Call 13 11 15
- Download from [suncorp.com.au/privacy](http://suncorp.com.au/privacy)
- Email [privacyaccessrequest@suncorp.com.au](mailto:privacyaccessrequest@suncorp.com.au)

# Barristers Professional Indemnity Insurance Proposal Form

## Authorised Parties Addendum

### Instructions

Please complete all the parts of this form and return the completed form to:

Email: sunprorisk@suncorp.com.au

Post: Suncorp Professional Risks,

Phone: 1300 308 950

Level 10, 10 Shelley Street, Sydney NSW 2000

### Part 1. Authorised individual(s)

Please provide all of the following details for the individual(s) you wish to authorise to deal with your Professional Indemnity Insurance.

Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>	State	Postcode
Email	<input type="text"/>		
Home	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>	State	Postcode
Email	<input type="text"/>		
Home	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>	State	Postcode
Email	<input type="text"/>		
Home	<input type="text"/>	Mobile	<input type="text"/>

### Part 2. Nature of authorisation

Do you grant the above-noted individual(s) authority to deal with your Professional Indemnity insurance on your behalf in the following ways?  Yes

- |  |  |
|--|--|
| a. Purchasing insurance                                  | f. Requesting and receiving policy documents                     |
| b. Amending insurance cover                              | g. Requesting and receiving claims history details               |
| c. Making payments                                       | h. Updating contact details                                      |
| d. Lodging claims  | i. Updating information about you that is relevant to the policy |
| e. Requesting and receiving information about the policy |  |

### Part 3. Continuation of Authorisation

Do you agree that this authorisation will remain in force until cancelled in writing by you or by the authorised party/ies?  Yes

**Disclaimer:** It is your responsibility to update us with any changes to this authorisation. You may do this by contacting us at the details provided in the Instructions section of this form.

### Declaration

I hereby authorise the above-noted individuals(s) to deal with my Professional Indemnity Insurance on my behalf for the purposes specified above.

Signature of authoriser	<input type="text"/>
Date	<input type="text" value="DD / MM / YYYY"/>
Name	<input type="text"/>