

# NORTHERN TERRITORY LEGAL PROFESSION

## COMPULSORY PROFESSIONAL INDEMNITY INSURANCE 2017-2018 AMENDMENT FORM

### IMPORTANT INFORMATION – PLEASE READ

- Please complete for amendments required to your 2017-2018 Certificate of Insurance
- Please read the Important Notices attached before completing Amendment Declaration

1. NAME OF INSURED FIRM \_\_\_\_\_

2. ADDRESS \_\_\_\_\_ Telephone No: ( ) \_\_\_\_\_  
 \_\_\_\_\_ Facsimile No: ( ) \_\_\_\_\_

3. CONTACT PERSON \_\_\_\_\_ Direct Telephone No: \_\_\_\_\_  
 Email Address \_\_\_\_\_

4. AMENDMENT

**\*\*PLEASE NOTE: There is no refund for practitioners who are leaving the NT or are retiring, as the policy automatically goes into Run-off.\*\***

Addition (A) or Deletion (D)	Full Name of Practitioner (Identify if a Partner with "P")	Date commencing or ceasing as a <i>practitioner</i> with this Firm	Name of practitioner's previous NT Firm or Firm in which they are leaving you to join

4. DECLARATION

We confirm that we have read the attached Important Notices. We declare that the contents of this form are true and correct.

Signed:

Managing Partner or Practice Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Please forward this completed declaration to Marsh Pty Ltd via email to [karen.searle@marsh.com](mailto:karen.searle@marsh.com). Any queries please contact Karen Searle on 08 8385 3535 or by email.

Your revised Certificate of Insurance will be emailed directly to you with a copy sent direct to the Law Society Northern Territory. Any premium adjustments will be processed on a monthly basis.

# IMPORTANT NOTICES

## BEFORE YOU INSTRUCT US TO ARRANGE YOUR INSURANCE, PLEASE READ THESE IMPORTANT NOTICES FOR:

- AN OUTLINE YOUR RIGHTS AND OBLIGATIONS IN RELATION TO ENTERING INTO CONTRACTS OF GENERAL INSURANCE
  - DETAILS OF WHO TO CONTACT AT MARSH SHOULD YOU HAVE PROBLEMS WITH ANY OF OUR SERVICES
  - DETAILS OF HOW WE MANAGE YOUR PERSONAL AND PRIVATE INFORMATION
- IF YOU HAVE ANY QUESTIONS, OR NEED TO MAKE A DECLARATION, PLEASE CONTACT YOUR BROKER AT MARSH

### YOUR DUTY OF DISCLOSURE – ELIGIBLE CONTRACTS

Eligible contracts of insurance subject to the Insurance Contracts Act (i.e. a policy where one of the insureds is an individual and the contract is wholly one or more of the following types – motor vehicle, home buildings, home contents, accident and sickness, consumer credit and travel insurance)

#### When first entering into eligible contracts of insurance with a new insurer

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until the insurer agrees to insure you.

#### If you do not tell the insurer something

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

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

#### Renewal of eligible contracts of insurance with the same insurer

Before you renew an eligible contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also the insurer may give you a copy of anything you have previously told them and ask you to tell them if it has changed. If the insurer does this, you must tell them about any change or tell them that there is no change.

If you do not tell the insurer about a change to something that you have previously told them, you will be taken to have told them that there is no change.

You have this duty until the insurer agrees to renew the contract.

#### If you do not tell the insurer something

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

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

### YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE SUBJECT TO THE INSURANCE CONTRACTS ACT

Before you enter into an insurance contract, you have a duty to tell the insurer anything 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.

You do not need to tell the insurer anything that:

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

#### If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they pay you if you make a

claim, or both.

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

#### 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 specimen of the policy when we provide you with a quotation.

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

It is essential that you read these documents without delay and advise your Panel Broker 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.

#### TRADE SANCTIONS

Marsh is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

#### PRIVACY NOTICE

Marsh Pty Ltd (ABN 86 004 651 512 AFS licence number 238 983) and our associated entities 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 at the Legal Notices section of [www.marsh.com.au](http://www.marsh.com.au). 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, which include:

- a person authorised by you;
- a third party such as your employer;
- 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; or
- government bodies, regulators, the Financial Ombudsman Service, law enforcement agencies and any other parties where required or authorised by law.

Marsh 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 Marsh 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 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 continuing to engage us, you confirm that you have read this Notice and the Marsh Privacy Policy available on our website and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information related to your application for insurance in accordance with those terms, 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 outlined in the Privacy Policy and Notices). 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

#### WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

- Contact us and tell us about your complaint. We have our own internal dispute resolution 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 the Marsh Complaints Officer on (03) 9603 2338.
- If your complaint is not resolved to your satisfaction, the matter will be referred to the Marsh Complaints Officer to investigate 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 an external dispute resolution scheme. If your complaint cannot be resolved to your satisfaction by us you may be able to refer the matter to the free consumer service offered by this scheme.

You may be able to refer your complaint to the Financial Ombudsman Service (FOS) Limited, which is a national scheme for consumers aimed at resolving disputes between clients and their broker or insureds and their insurance companies or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (i.e. third party) claim. The FOS also provides advice and other information about general insurance matters.

If you have any query about whether your complaint can be handled by FOS, call 1300780808 or e-mail [info@fos.org.au](mailto:info@fos.org.au).

#### CLAIMS MADE DURING THE PERIOD OF INSURANCE

This policy provides 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 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.

#### 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.

#### NOT A RENEWABLE CONTRACT

Some policies 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.