

Resident Unit Managers

*All questions are to be answered. If insufficient space, please attach additional information

THE APPLICANT(S)

Intermediary Name:

Contact:

Name(s) of Insured(s) in Full:

Name of Complex/Resort:

Situation Address:

Postal Address:

Registered Business: Yes No

ABN:

Taxable: %

Contact Name:

Phone:

Fax:

Email:

Period of Insurance: From: / / To / / At 4 p.m

Other Interested Parties:

INDEMNITY LIMIT

General Liability: \$10,00,000 \$20,000,000

Professional Indemnity: \$1,000,000 \$2,000,000 \$5,000,000

DETAILS OF THE BUSINESS

Are you currently insured for Professional Indemnity: Yes No

Are you currently insured for General Liability: Yes No

If yes, please provide insurer name:

Resident Unit Manager Name:

Qualifications:

Years acting as RUM:

Are you a member of any professional associations: Yes No

If yes, please provide association's name:

Total number of units/lots in the complex:

Number of resident unit/lots in the letting pool:

Number of Commercial units/lots on the premises:

If applicable, confirm your responsibilities with these commercial units and provide full details of occupants:

Estimated gross fees for the next twelve (12) months:

Does the complex you manage provide any of the following:

Tennis Court Spas Pools Gym Child Minding Facilities

Watercraft Berths Other:

Is the complex managed student accommodation or any form of special purpose accommodation outside that of a standard residential complex?

Yes No

If yes, please provide full details:

YOUR HISTORY

In the last 5 years, have you either alone or jointly with others ever:

Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected or special conditions or excess imposed by any insurer?

Yes No

Claimed on any insurance for loss or damage or suffered any loss or damage which would be insured by this proposed insurance?

Yes No

Been charged with or convicted of any criminal offence (excluding traffic offences)?

Yes No

Had any claims for negligence or breach of professional duty brought against the business or any of its predecessors in business or any prior business or any of its present or former Partners, Principals or Directors, or have circumstances been notified to Insurers that might give rise to a claim?

Yes No

Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership)?

Yes No

Are any of the Partners, Principals or Directors, aware of any claim or circumstance that might give rise to a claim against the business or any prior business or any of its present or former Partners, Principals or Directors the matter of which is not referred to above?

Yes No

Have you or any Partner, Principal or Director of the business ever been subject to disciplinary proceedings for professional misconduct?

Yes No

Does the nature or type of the services now undertaken by you differ in any respect from the nature or type of services provided at any time in the past by you or on your behalf?

Yes No

If 'Yes' to any of the previous questions, please provide full details (on a separate sheet if required). For claims or uninsured losses, please detail the total cost of the claim, date of loss, how the loss occurred, the name of the Insurer and the policy number:

DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway. You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know or
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non- disclosure was fraudulent

CLAIMS MADE AND NOTIFIED POLICY

This is only applicable to covers for Professional Indemnity and Statutory Liability.

This proposal is for a 'claims made' Policy. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to;

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy Schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;

- Claims the possibility of which was intimated in any way prior to the commencement of the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

For the purposes of this Policy, a claim means:

- A writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice for compensation;
 - A written assertion of a right to or a demand for compensation
 - A notice requiring an Insured Person to attend for examination at an Official Inquiry
- As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has;

Given notice in writing to the insurer,

- of the facts that might give rise to a claim against the insured
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

WAIVER, SURRENDER OF RIGHTS, CONTRIBUTION OR INDEMNITY

We will not compensate you for any loss or damage that is covered by this Policy where;

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

RETROACTIVE LIABILITY

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

IMPORTANT NOTICE: NOTABLE EXCLUSIONS (SEE POLICY WORDING FOR FULL DETAILS AND FULL LIST OF EXCLUSIONS)

Please note, this Policy will not cover you for any liability arising from:

- Works that are carried out by any person who does not hold a tradesperson's licence, when the works being carried out require a tradesperson's licence.
- You acting as an authorised representative for general insurance products or providing any service relating to the sale of insurance product

DECLARATION

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/We declare that:

The answers and information given by me/us in this proposal are true and correct in all respects and that no information has been withheld which would affect our decision about accepting this insurance and where answers in this Application are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct.

I/we have read and understood the clauses detailed under the Important Notices section at the end of this Application, if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required.

I/we authorise the insurer to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

I/we understand that if this Application is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Insurance Policy Wording.

I/we further acknowledge that Red Broking Insurance and/or the insurer, their agents or employees reserve the right to decline this Application.

Applicant's Signature:

Date:

Applicant's Title:

Applicant's Name:

Address: Suite 1, 250 Sherwood Road, Rocklea Qld 4106 PO Box: 1279 Oxley, QLD, 4075 Phone: 3278 2339