

Celebrant | Insurance solutions



Combined liability Proposal form

Underwritten by:

Berkley
INSURANCE AUSTRALIA
a W. R. Berkley Company



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™
Incorporating OAMPS Insurance Brokers

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Important Notices - Please read the following important notices carefully before completing this documentation.

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the Insurer every matter that you know or could reasonably be expected to know, that is relevant to the Insurer's decision about insuring you and if so, on what terms.

Your duty does not require disclosures of matters:

- That diminish the risk;
- That are of common knowledge;
- That the Insurer knows, or in the ordinary course of its business as an insurer, ought to know;
- As to which compliance with your duty of disclosure is waived by the Insurer.
- You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Non-disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent the Insurer may avoid the policy from its inception. This is why it is vital that enquiry must be made of all relevant principals, directors, employees, contractors, and subsidiaries before this Proposal is signed by or on behalf of the prospective Insured.

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 with the utmost good faith. Failure to do so on your part may prejudice any claim of the continuation of cover provided to the insurer.

Change of circumstance

It is vital that you advise us of any departure from your "normal" form of business (i.e. the business details that have been advised to your Insurer). For example, any change to business activities, ownership, acquisitions, changes in location, or new overseas activities.

Subrogation

You may prejudice your rights with regard to a claims if, without prior agreement from the Insurer, you make an agreement with a third party that will prevent the Insurer from recovering the loss from that party of another party.

Under insurance

Your property is insured for reinstatement and replacement costs and as such the Insured amounts should represent the full replacement value at new costs. If this is not done any claim you make for these costs may not be paid in full.

BINDING AUTHORITY

In effecting this contract of insurance Arthur J. Gallagher & Co. (Aus) Limited is or will be acting under an authority given to it by Berkley Insurance Australia to effect the contract. Arthur J. Gallagher & Co. (Aus) Limited will be effecting the contract of insurance as agents of Berkley Insurance Australia and not of you as the Insured. Arthur J. Gallagher & Co. (Aus) Limited is authorised to provide Specialty Risks under this authority.

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Your details					
Full Name:		DOB:			
Trading Name <i>(if applicable):</i>		ABN:			
Mailing Address:				P/Code:	
Phone:		Mobile:		Fax:	
Email Address:					
Website:					

Qualifications and experience related to celebrancy and sole trade small business

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Association / Celebrant Membership (List All)

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Celebrancy Services offered (List all ceremonies and Celebrancy related services)

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Date of commencement of duties as a celebrant	
Date of appointment as a marriage celebrant	
Authorisation number	
Date Valid to:	
After full enquiry has any claim been made against the proposed insured or any principal, partner, director or employee of the insured whilst in this or any other business? If Yes please provide details on a separate page.	<input type="checkbox"/> Yes <input type="checkbox"/> No
After full enquiry is the proposer aware of any circumstance or incident which has or could result in any claim being made against the proposed insured or any principal, partner, director or employee of this or any other business? If Yes please provide details on a separate page.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Do you require Copyright Insurance (this is an extra \$45 per annum)

Please be advised this is insuring you against any claims that may arise from a third party prosecuting you. The money from this section does not go to the authors or writers as per Copyright Agency Limited (CAL) Licence cover you may have. CAL licences grant permission to use copyrighted work. Your association may provide copyright information.

Do you require Copyright Insurance? Yes No

Optional Extension for Contents and Stock

Do you wish to take out option cover for any of your business contents and/or stock? (This is an extra \$31 per \$1,000 worth of contents) Yes No

If yes, what is the total replacement value of your contents and/or stock? \$

Please advise any items that are valued over \$1,000

Item	Value

Inception date of insurance policy:

Please provide fees/income for last year this year and next year (Celebrancy or related work)

Last financial year	This financial year	Next financial year

DECLARATION

I declare that I am a financial member / subscriber of the associations I have listed above

I declare that I will ensure that I continue to be a financial member / subscriber of the associations I have listed above for the whole term of this insurance being applied for.

Your Duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know, or could reasonable be expected to know, is relevant to the insurer’s decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matters

- that diminishes the risk to be undertaken by the insurer
- that is of common knowledge

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- that your insurer knows of, or in the ordinary course of this business, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

- I have read and understood the Duty of Disclosure.
- I have read and understood the Privacy Statement.
- I have read and understood the FSG.

Please be advised that we do include a broker fee of \$17.50 + GST and receive a remuneration from your policy

*To speed up the process we are able to email your documentation to you.
Please confirm if you wish to receive documents by email.*

<input type="checkbox"/>	I agree to receive my documentation and further correspondence by email and will continue to do so until I confirm otherwise
	Current email address: <input type="text"/>
<input type="checkbox"/>	Please do not send my documents or any correspondence by email.

Name & Signature Insured

Date

I have more questions, who can I contact?

Arthur J. Gallagher
Specialty Risks Team
Tel: 1800 222 012
Fax: 1800 000 472
Email: specialtyrisks@ajg.com.au