

# Arch Beauticians Professional Mal-Practice and General Liability Proposal Form

## IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

## DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

### What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

### Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the POLICY.

### What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the POLICY and/or reduce our liability under the POLICY in respect of a claim. If fraud is involved, we may treat the POLICY as if it never existed and pay nothing.

## UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984 (Cth).

## NOTICES

We will send all notices in relation to the Policy to:

- the Named Insured's nominated insurance intermediary until we receive written notice to the contrary from the Named insured; or
- if there is no nominated intermediary, the Named Insured, acting on behalf of all Insureds.

## PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984

### **"Claims made and notified" general information**

The information under this heading is provided for general information purposes only and does not:

- form part of the Policy;
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in this Policy operate on a "claims made and notified" basis, which means that they:

- cover claims made against the relevant Insured and notified to the insurers in writing during the Period of Insurance.
- do not provide cover in relation to:
  - o claims made against an Insured 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 (unless specified otherwise);
  - o claims made against an Insured notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy;
  - o claims made, threatened or intimated against an Insured prior to the commencement of the Period of Insurance;
  - o facts or circumstances of which an Insured first became aware prior to the Period of Insurance, and which they knew, or ought reasonably to have known, had the potential to give rise to a claim under the Policy;
  - o claims arising out of circumstances noted on the proposal for the current Period of Insurance or on any previous proposal form;
  - o claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to, or was pending before, the commencement of the Period of Insurance.

If the Insured gives notice in writing to the insurers of any facts that might give rise to a claim against them as soon as reasonably practicable after they become aware of those facts, but before the expiry of the Period of Insurance, they may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) ("the Act") to be indemnified in respect of any claim subsequently made against them arising from those facts, notwithstanding that the claim is made after the expiry of the Period of Insurance.

Such rights arise under the Act only. The terms of the Policy and the effect of the Policy is that the Insured is not covered for claims made against them after the expiry of the Period of Insurance, unless specified otherwise.

### **PRIVACY STATEMENT**

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

### **Why we collect your personal information**

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;

- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

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

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

#### **How we collect your personal information**

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

#### **Who we disclose your personal information to**

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au).

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

#### **More information, access, correction or complaints**

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au) or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

**Privacy complaints:** We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,  
Arch Underwriting at Lloyd's (Australia) Pty Ltd,  
Level 10, 155 Clarence Street, Sydney NSW 2000  
or email [complaints@archinsurance.com.au](mailto:complaints@archinsurance.com.au)

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

**Your Choices:** By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

**This proposal form must be completed by clearly printing in ink by a Partner, Principal or Director of the Firm or Company. All Questions must be answered to enable a quotation to be given. The completion and signature of this proposal does not bind the proposers or insurers to complete a contract of insurance.**

**If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form.**

**Please provide a brochure, if possible, and any standard contract terms, conditions, agreements, or letters of appointment which you have with your clients.**

**The questions in this proposal form will enable insurers to quote on most occupations.**

#### APPLICANT OR ORGANISATION DETAILS

|  |  |
|--|--|
| 1. Full legal name of company or sole practitioner or partnership (Further referred to as 'You/Your' in the proposal form). It is essential that You specify the legal name of the entity entering into this contract: |  |
| 2. Trading names associated with the above-named entity:   |  |
| 3. Name of any of Your subsidiaries or service companies (if applicable):  |  |
| 4. Your ABN/CAN Number/s:  |  |
| 5. Date Your business was established:   |  |
| 6. Your Principal business address:  |  |
| 7. Your business website(s):   |  |

8.

#### PARTICULARS OF ALL BEAUTY THERAPISTS

| Name of Beautician | Age | Qualifications | Year Qualified | Registered (Yes/No) | Which Body | Disciplines Undertaken |
|--------------------|-----|----------------|----------------|---------------------|------------|------------------------|
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |
|                    |     |                |                |                     |            |                        |

**Please attach copies of CV's and all certificates obtained for those persons for whom cover is required.**

9.

| DESCRIPTION OF YOUR ACTIVITIES              |                          |  |  |              |
|---|--------------------------|--|--|--------------|
| Activity                                    | Treatment offered Yes/No | Number of Treatments Performed per annum | Number of Beauticians Involved in each process | Income Split |
| Hairdressing                                |                          |  |  | \$           |
| Beautician                                  |                          |  |  | \$           |
| Manicurist                                  |                          |  |  | \$           |
| Facials - No Peels                          |                          |  |  | \$           |
| Facials - Peels                             |                          |  |  | \$           |
| Facial – Peels & Microdermabrasion          |                          |  |  | \$           |
| Wax Removal                                 |                          |  |  | \$           |
| Body Wraps<br>(State No. of Wraps used)     |                          |  |  | \$           |
| Massage                                     |                          |  |  | \$           |
| Electrolysis                                |                          |  |  | \$           |
| Semi-Permanent Make Up                      |                          |  |  | \$           |
| Camouflage                                  |                          |  |  | \$           |
| Tanning                                     |                          |  |  | \$           |
| Facial Piercing                             |                          |  |  | \$           |
| Body Piercing<br>(Please specify body area) |                          |  |  | \$           |
| I.P.L Treatment                             |                          |  |  | \$           |
| Photo Rejuvenation                          |                          |  |  | \$           |
| Botox/Injectables                           |                          |  |  | \$           |
| Other (Please specify)                      |                          |  |  | \$           |

Gross Fee Income:

10. Please state the gross fee income received for each of the last two financial years and an estimate for the next financial year in:

| Year                           | Fees (AUD) |
|--------------------------------|------------|
| Prior Financial Year           | \$         |
| Current Financial Year         | \$         |
| Next Financial Year (Estimate) | \$         |

11. Does the Firm, Company or Sole Practitioner perform work away from the premises specified in the CONTACT DETAILS table above? Yes ☐ No ☐

If Yes, please give details (i.e. work performed):

12. Is the Firm, Company or any Partner/Principal/Director a member of a Professional Body?

Yes ☐ No ☐

If Yes, please give details and membership status:

13. Does the Firm, Company or Sole Practitioner keep Medical History/ Client Information records for all customers?

Yes ☐ No ☐

If Yes, please attach a copy of the form(s) used

14. Does the Firm, Company or Sole Practitioner use a hold harmless or informed consent form?

Yes ☐ No ☐

If Yes, please attach a copy of the form(s) used:

15.

#### LIST OF ALL MACHINERY AND EQUIPMENT USED IN YOUR OPERATIONS

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

16. Has your name ever been changed?

Yes ☐ No ☐

17. Has any other Practice or Business amalgamated or merged with you?

Yes ☐ No ☐

18. Have you purchased any other Practice or Business?

Yes ☐ No ☐

If Yes in any case, please give details on a separate sheet.

19. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months?

Yes ☐ No ☐

**If Yes, please give details. If insufficient space, please give details on a separate sheet.**

20. Are you or any Partner/Director/Principal connected or associated (financially or otherwise) with any other Practice or Business?

Yes ☐ No ☐

**If Yes, please give details on a separate sheet.**

## CONTRACTORS,CONSULATANTS AND THE LIKE

21. Is any portion your sublet to others?

Yes ☐ No ☐

**If Yes, please give details of the nature of work performed by each contractor, sub-contractor, consultant, sub-consultant, and agent.**

22. Do you require each contractor, sub-contractor, consultant, sub-consultant, and agent as a condition of their appointment to maintain adequate insurance to indemnify you with respect to liabilities caused by their negligence and provide you with proof of this?

Yes      No

23. Please state the Gross Professional Fees paid to contractors, sub-contractors, consultants, sub-consultants and agents during the past 12 months:

\$

24. Are full rights of recourse maintained against each contractor, sub-contractor, consultant and sub-consultant and agent?

Yes      No

## PUBLIC AND PRODUCTS LIABILITY

25. Would you like a quote for public and products liability? Yes ☐ No ☐
26. Do you own the premises you operate from? Yes ☐ No ☐
27. Do you employ any contractors in your business? Yes ☐ No ☐

**If Yes please advise with further details below:**

28. Products liability – do you do any of the following:

Retail

Yes ☐ No ☐

Wholesale

Yes ☐ No ☐

Import

Yes ☐ No ☐

Relabel or rebrand

Yes ☐ No ☐

Manufacture

Yes ☐ No ☐

**If Yes to any of the above please supply further details below:**

## INSURANCE POLICY/CLAIMS HISTORY

Has any insurer ever:

29. Declined to offer Insurance of any type for this Firm, Company, or Sole Practitioner or for any Partner, Director or Principal? Yes ☐ No ☐
30. Imposed any special terms on this Firm, Company or Sole Practitioner or any Partner, Director or Principal? Yes ☐ No ☐
31. Cancelled or voided any Insurance held by this Firm, Company or Sole Practitioner or any Partner, Director or Principal? Yes ☐ No ☐



If you answered YES to any of the 3 questions above, please give full details. If insufficient space, please give details on a separate sheet.

32. Have you or any Partner/Principal/Director or staff member ever been subject to disciplinary proceedings for misconduct in a professional capacity?

Yes ☐ No ☐

If Yes, please give details. If insufficient space, please give details on a separate sheet.

33. During the past ten years has any claim been made, or has liability for an error or breach of duty been alleged against the Firm, Company or Sole Practitioner or any of their predecessors in business or any prior Entity or any of their present or former Partners/Directors/ Principals/Consultants/Employees or have any circumstances been notified to insurers which may result in a claim?

Yes ☐ No ☐

If Yes, please provide the following details in respect of each matter:

| Year of Notification | Name of Insurer (if any) | Name of Claimant | Nature of Injuries | Equipment Used | Amount Involved | Finalised or Outstanding |
|----------------------|--------------------------|------------------|--------------------|----------------|-----------------|--------------------------|
|                      |                          |                  |                    |                |                 |                          |
|                      |                          |                  |                    |                |                 |                          |
|                      |                          |                  |                    |                |                 |                          |
|                      |                          |                  |                    |                |                 |                          |

34. Are any of the Partners, Directors, Principals, Consultants, or Employees AFTER FULL INQUIRY, aware of any circumstances which may give rise to a claim against the Firm, Company or Sole Practitioner, its predecessors in business or any past or present Partner, Director, Principal, Consultant, or Employee?

Yes ☐ No ☐

If Yes, please give full details. If insufficient space please give details on a separate sheet.

35. Is the Firm/Company/Sole Practitioner currently insured against Professional Negligence?

Yes ☐ No ☐

36. If the answer to the above question is No has the Firm/Company/Sole Practitioner ever held such insurance?

Yes ☐ No ☐

37. If you answered Yes to either of the two previous questions, please supply the following data:

| Amount of Cover | Amount of Excess | Last Annual Premium | When lapsed or expiry date | Name of Insurer and Broker |
|-----------------|------------------|---------------------|----------------------------|----------------------------|
| \$              | \$               | \$                  |                            |                            |
| \$              | \$               | \$                  |                            |                            |

| What amount of indemnity is required | What deductible are you prepared to carry in respect of each and every claim? |
|--------------------------------------|---|
| (i)                                  | (i)   |
| (ii)                                 | (ii)  |

38.

| EXTENSIONS   |  |
|--|--|
| Indicate the extensions required:                    |  |
| Advancement of Defence Costs                         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Products Liability                                   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Public Liability                                     | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Fidelity   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Limit desired  | \$   |
| Please state Gross Income derived from products sold | \$   |

The answers you have provided to the above questions will usually provide sufficient information for a proper consideration of the proposal. However, if there are any matters which are material to the risk to which this Proposal relates, you should disclose such matters to us in the space below:

## DECLARATION

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the duty to take reasonable care not to make a misrepresentation. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am legally authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

|                |  |
|----------------|--|
| Name and Title |  |
| Date           |  |
| Signature      |  |

### **HOW TO CONTACT THE UNDERWRITER:**

**Melbourne:** Suite 11.02, Level 11,  
360 Collins Street,  
Melbourne VIC 3000  
P (03) 9629 5444  
F (03) 9629 1854

**Sydney:** Level 10  
155 Clarence Street  
Sydney NSW 2000  
P (02) 8284 8410  
F (02) 8088 1024

**Email:** [info@archinsurance.com.au](mailto:info@archinsurance.com.au)