

## Career Development Association of Australia Inc. – Members Professional Indemnity and Public Liability Important Notices

### Please read this section before you complete the Declaration

If you do not provide the requested personal information, we may not be able to evaluate, effect, manage or administer Your Cover and You may be in breach of Your duty of disclosure.

You may access personal information We hold about You by writing to Us or calling Us on **03 9557 7400** during office hours or contact Your intermediary regarding any personal information they may hold about You. We generally provide the information We hold free of charge.

### Claims Made (in respect of Professional indemnity)

This is a statutory notice under Section 40 of the Insurance Contracts Act 1984 for Your information only. This notice is provided in connection with the Policy, but it does not, in part or whole, form part of the contract of indemnity between You and Us. This Policy operates on a 'Claims made' basis. This means that the Policy Covers You for Claims made against You and notified to Us during the Period of Cover.

This Policy does not provide Cover in relation to:

- acts, errors or omissions occurring or committed by You prior to the retroactive date of the Policy (if such a date is specified in the schedule);
- Claims made after the expiry of the Period of Cover even though the event giving rise to the Claim may have occurred during the Period of Cover;
- Claims made, threatened or intimated against You prior to the commencement of the Period of Cover;
- Facts or circumstances of which You first became aware prior to the Period of Cover, and which You knew or ought reasonably to have known had the potential to give rise to a Claim under this policy;
- Any Claims arising out of circumstances noted in Your Application for the current Period of Cover or on any previous Application.

Where You give notice in writing to Us of any facts that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts, but before the expiry of the Period of Cover, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the Claim is made after the expiry of the Period of Cover. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that You are not Covered for Claims made against You after the expiry of the Period of Cover

### PRIVACY STATEMENT

M & R Insurance Brokers are committed to protecting your privacy. We use the information you provide to advise and assist with your insurance needs. We only provide your Information to the insurance companies with whom you choose to deal. We do not trade, rent or sell your information.

### DUTY OF DISCLOSURE

Under the Insurance Contracts Act 1984, you have a duty of disclosure. This means before you enter into a contract of general insurance with an insurer, You have a duty to disclose every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of 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 your contract of general insurance.

Your duty does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge
- that Your insurer knows or, in the ordinary course of business, ought to know;
- as to which compliance with Your duty is waived by the insurer.

### Non-Disclosure

Under the Insurance Contracts Act 1984, you have a duty of disclosure. This means before you enter into a contract of general insurance with an insurer, You have a duty to disclose every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms.

### Subrogation and Rights of recovery

The Policy requires the Insured to do everything that may be necessary to secure and preserve rights or subrogation and recovery. It is a condition of the Policy that the Insured will not, without Underwriters' prior written consent, release, waive, compromise or prejudice any such rights

### GENERAL INDUSTRY CODE OF PRACTICE

M & R Insurance Brokers supports the General Industry Code of Practice. This aims to create an informed relationship between insurer and customers, improving the way that claims and complaints are handled and helps people better understand how general insurance works. A copy of the code can be obtained from [www.codeofpractice.com.au](http://www.codeofpractice.com.au)