



Marsh Pty Ltd
ABN 86004651512
PO Box H176
AUSTRALIA SQUARE NSW 1215

PROFESSIONAL INDEMNITY INSURANCE

MEDIATORS DECLARATION – PEACEWISE MASTER POLICY

Professional Indemnity Declaration for Mediators who have done PeaceWise mediation training

Contact: Carrie Wright - Principal, FINPRO

Phone: (02) 8864 8710 **Fax:** (02) 8864 8033 **Email:** carrie.wright@marsh.com

SIMPLE GUIDE FOR COMPLETION OF THIS DECLARATION

Thankyou for applying for the benefits of this professional indemnity insurance, for which the Insurer is Vero.

The way this insurance works is that there is a single “master policy”, and by applying for and being accepted for this insurance and paying the relevant premium, you will enjoy the benefits of this “umbrella policy” of insurance by being named as a person insured under the master policy.

The policy has a “shared limit” (the insurance available for all the people it insures) of \$4 million in total, and a maximum of \$1 million for any one claim, and if you make a claim the excess (the amount you have to pay) is \$1,000. The cover is worldwide except for the USA.

What do you need to do now?

- Read the Important Notice on the next two pages, paying special attention to your duty of disclosure and duty of good faith (so that the insurer knows everything that’s relevant in making its decision on whether or not to accept your application for this insurance)
- Read Marsh’s terms of engagement. They act under authority from Vero and can issue the insurance on their behalf.
- Complete the Professional Indemnity Declaration, making sure that all details are accurate, and return it by email to Carrie Wright of Marsh at: carrie.wright@marsh.com .

You don’t need to send any money at this stage – if your application is accepted, you will be sent an invoice to pay the premium.

If you have any questions, you should contact Carrie Wright at the above email address or on (02) 8864 8710.

IMPORTANT NOTICE

Before you choose to arrange insurance, please read the important information in this document and contact Marsh Pty Ltd (Marsh) immediately if you have any questions

Before you instruct us to arrange your insurance, please read these important notices which:

- Outline your rights and obligations in relation to entering into a contracts of general insurance
- Provide details of who to contact at Marsh should you have any problems with our services
- Detail how we manage your personal and private information

If you have any questions, or need to make a further declaration, please contact Marsh

Disclosure

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

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 reasonably 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 diminish the risk to be undertaken by the insurer,
- that are of common knowledge,
- that your insurer knows or, in the ordinary course of its business, ought to know, or
- 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.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

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 copy of the insurers standard policy wording at the time of providing you with quotation/s. It is essential that you review this wording to confirm that it meets with your requirements.

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

Again it is essential that you read this document without delay and advise Marsh Pty Ltd 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.

Privacy Notice

Marsh Pty Ltd ("Marsh") and the insurers that Marsh place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individuals can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh or your Insurer 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.

Where required you can access the personal information you provided to Marsh, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer ABN 86 004 651 512
Marsh Pty Ltd Tel 02 8864 7688
PO Box H176
Australia Square NSW 1215
Email privacy.australia@marsh.com

What should I do if I have a Complaint?

Contact us and tell us about your complaint. We have our own internal complaints handling 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 us either by e-mail:

complaints.australia@marsh.com or telephone the Marsh Complaints Officer on (03) 9603 2338

If your complaint is not resolved to your satisfaction, we will handle the matter under our internal complaints handling process. Either a manager of the business unit which is the recipient of the complaint &/or the Marsh Complaints Officer will investigate your complaint 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 have the right to refer the matter to the free consumer service offered by these schemes.

The Financial Ombudsman Service Limited (FOS)

You may be able to refer your complaint to the FOS 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 1300 78 08 08 or e-mail info@fos.org.au

Claims made during the Period of Insurance

The insurance being proposed for 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 any clause/s relating to a "retroactive date" (see Notice below titled "Retrospective Cover").

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

The insurance being proposed for does 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.

Underwriting Binder

The insurances being proposed for are placed with an insurer who has given to us an authority to effect the contract of insurance with you as its agent and not yours.

REMUNERATION AND TERMS OF ENGAGEMENT

Please read, and make certain that you understand, the following.

Remuneration

Marsh's remuneration in relation to the services as set in our Terms of Engagement below is by way of a commission received from the insurer and a document fee of \$50.00 plus GST.

Terms of Engagement

We confirm we offer our services to you on the following terms:

- You will give us all information and instructions required by us in arranging a contract of insurance.
- Our services relate solely to the policy/ies of insurance noted in our letter communicating the recommended program to you. In arranging your insurance cover, Marsh act under a binder agreement on behalf of VERO and not for you. This means that VERO has given Marsh the authority to effect insurance on VERO's behalf and that we have not approached the insurance market for alternative quotes or conducted a revised assessment of your insurance requirements. In the event of a claim, we will act as your agent and we will assist you in dealing with VERO on any claim settlements.
- We make every effort to correctly determine the premium, fire services levy (if applicable), GST and any other government charges, taxes, fees or levies that apply to your insurance. However, occasionally errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error and its correction.
- You are responsible for the accuracy of all information given to the insurer and/or us in respect of any contract of insurance entered into. Any non-disclosure or misrepresentation may prejudice your right to make a claim under your policy/ies.
- In no event will Marsh and/or its authorised representatives be liable for any indirect, special, consequential or punitive damages or for any lost profits arising out of or relating to any financial services provided by Marsh and/or its related bodies corporate and affiliates and their representatives (including but not limited to their employees, agents, consultants and authorised representatives (collectively the "Relevant Persons"). The aggregate liability of Marsh and the Relevant Persons combined, arising out of or relating to the provision of our financial services shall not exceed \$5,000,000. This provision applies to the fullest extent permitted by applicable law for all events giving rise to any liability on our part whether arising in contract, tort (including negligence) or on any other basis, but does not apply (a) to any liability arising as a result of the fraud or wilful misconduct of Marsh and/or its authorised representatives or (b) in relation to any services supplied to you as a Retail Client as that term is defined in Chapter 7 of the Corporations Act 2001 (Cth).
- We will only place an insurance risk with an insurer authorised by the Marsh Market Information Group. However, we cannot and do not guarantee the solvency or continued solvency of any insurer.
- Where we advise you of an insurer's 'Standard & Poors' (or equivalent) credit rating this does not apply in relation to any insurances arranged for you as a Retail Client as that term is defined in Chapter 7 of the Corporations Act 2001 (Cth).
- If there is a refund of premium owed to you as a result of a cancellation to a policy, the premium, fire services levy (where applicable), GST and any other government charges, taxes, fees or levies will be returned to you on a pro rata basis excluding any fee and/or commission charged/earned which is deemed to be fully earned by us on placement of the policy.
- Either of us may terminate these terms of engagement by giving the other party fourteen (14) days written notice. On receipt of your notice of termination, we will immediately stop acting as your agent when assisting you in claim settlements. Because we earn our remuneration for arranging your insurance, we both agree no refund of brokerage or fee will be due to you on termination of our appointment.
- Unless advised otherwise we will forward all correspondence and policy documentation to the postal address that you last provided to us as your correct contact details for the receipt of policy notices and information. The postal address is the only official contact details on which we rely. It is your responsibility to ensure that these details are accurate and complete.
- We may communicate with you by electronic means, including sending emails sending renewal notices and policy documentation via email to the email address you have provided to us on the insurance application for renewal. If you do not want us to send documents to this email address either permanently or for a certain period of time (for example when the recipient of the emails goes on leave), you have to inform us in writing
- We will retain the interest (if any) earned from the premium

PROFESSIONAL INDEMNITY DECLARATION

I hereby declare that:

1. I have read the IMPORTANT NOTICES & SERVICE AGREEMENT, including my DUTY OF DISCLOSURE, as detailed on pages 3, 4 and 5 of this document.
2. I have attended and completed a course with PeaceWise for Mediation.
3. My general activities as a Mediator are some or all of the following: the provision of Mediation, Adjudication, Arbitration, Dispute Resolution, Conflict Management, Facilitation, Community Engagement, Training, Coaching and Counselling (also includes pre-mediation engagement, the actual mediation sessions, private sessions and drafting the settlement agreement with the parties).
4. I will not earn more than \$200,000 over the 2013 – 2014 financial year from professional fees received/earned from my activities as a Mediator.
5. I am not aware of any claims being made against me or my firm in my professional capacity as a Mediator which would be the subject of this insurance.
6. I am not aware of any circumstances which may give rise to such a claim.
7. I am not aware of any of claims or allegations made against me in my past professional history, nor am I aware of any circumstances which may result in a claim or allegation being made claim against me in respect of my past professional conduct.
8. I understand the Limit of Indemnity under this insurance is \$1,000,000.00 each and every claim and \$4,000,000.00 in the aggregate, costs in addition.
9. PeaceWise has not given me any advice about the suitability of this policy for my needs.

Please Print

INSURED NAME: _____

COMPANY NAME: *If Applicable* _____

ABN No: *If Applicable* _____

ADDRESS: _____

EMAIL ADDRESS **Website**.....

TELEPHONE NO. (W/H) _____ (M) _____

SIGNED: _____ **DATED:** _____

**** If you are unable to sign this declaration for any reason please provide full details as to the reason why on a separate page which identifies you at the top.***

OFFICE USE ONLY

Client Number:	Invoice No:		Declaration Signed:
Inception date:	Payment Method:		

Professional Indemnity Insurance for Mediators Indication Summary

Insured:	PeaceWise Master Policy for Insured Mediators
Master Policy Period:	From: TBA To: TBA
Professional Services Description:	Provision of: Mediation, Adjudication, Arbitration, Dispute Resolution, Conflict Management, Facilitation, Community Engagement, Training, Coaching and Counselling (also includes pre-mediation engagement, the actual mediation sessions, private sessions and drafting the settlement agreement with the parties).
Limit of Indemnity:	\$1,000,000 each and every claim and \$4,000,000 in the aggregate, costs in addition
Excess:	\$1,000 each and every claim, costs inclusive
Retroactive Liability Date:	To be confirmed
Territorial Limits:	Worldwide excluding USA.
Jurisdiction Limits:	Worldwide excluding USA.
Policy Wording:	Vero PeaceWise Professional Indemnity Insurance
Extensions:	Compensation for Court Attendance Continuous Cover Dishonesty of Employees Extended Reporting Period Former Subsidiaries Indemnity to Contractors Inquiry Costs Joint Venture Liability Legal Consultation Lost of Documents Newly Created or Acquired Subsidiaries Public Relations Expenses Run Off Cover Spousal Liability Thirty Day Reporting Period
Exclusions:	Prior Claims or Known Circumstances Retroactive Date Professional Fees Asbestos Assumption of Liability Directors and Officers Liability Dishonest, Fraudulent or Criminal Acts Employer's Liability Fines, Penalties, Punitive or Aggravated Damages Liquidated Damages Radioactivity Related Parties Subrogation Waiver Terrorism Trading Debt War

- Endorsements:** To be confirmed however there will be a Legal Advice Exclusion
- Premium Indication:** The Insurer has indicated a premium of \$250 plus GST and Stamp Duty per mediator. This indication is subject to at least 15 mediators purchasing the cover and is based on the revenue earned by each mediator being under \$200,000 per annum.
- Process:** Please complete and return the declaration provided to:

Carrie Wright
Marsh Pty Ltd
PO Box H176
AUSTRALIA SQUARE NSW 1215

Email: carrie.wright@marsh.com