

MUSIC & SINGING TEACHERS LIABILITY INSURANCE APPLICATION

Please review the information contained within this form and complete all sections if you wish to apply for Liability Insurance for Music & Singing Teachers. Note: In purchasing this product we have not taken into account your personal circumstances and should you require further advice please contact our office on 07 5507 7780.

Teacher Details:

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|--------------------------------|----------------------|------------|
| Name of Teacher to be Insured: | | |
| Street Address: | | |
| Suburb: | State: | Post Code: |
| Email Address: | Preferred Phone No.: | |

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 (Cth), 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 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 its 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 their 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.

Sexual Molestation Endorsement and Professional Liability Endorsement is Claims Made and Notified Insurance

The Sexual Molestation Endorsement and Professional Liability Endorsement is an Extension to the Policy and is 'Claims Made and Notified' insurance. This means that the extension covers you for any claims made against you and notified to the insurer during the period of insurance. This extension does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the period of insurance; - any claim made against you after the expiry of the period of insurance.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance.

1. To get started we are required to have you answer the following Duty of Disclosure questions:

Each person(s) or entity named as the Insured has this duty of disclosure. If you do not tell us about any information which may be relevant to accepting this insurance, this may result in the refusal or reduction of claims or the cancellation of this policy.

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|----|---|-----|----|
| a. | In the past 10 years have you or any Insured person/business/corporation/director had any insurer decline any proposal from inception or decline any claim, cancelled or refused to renew a policy or imposed special conditions or an increased excess or deductible? If Yes, please provide details by email or in writing. | Yes | No |
| b. | In the past 10 years have you or any Insured person/business/corporation/director ever been declared bankrupt or involved in any form of insolvency administration and not been discharged for at least one year? | Yes | No |
| c. | In the past 10 years have you or any Insured person/business/corporation/director been convicted or have charges pending, for any criminal offence, including arson, or involving dishonesty of any kind? | Yes | No |
| d. | Have you had any insured and/or uninsured claims in the last five years? If Yes, provide details on the next page (acceptance will be required from the Insurer/s). | Yes | No |
| e. | Do you authorise us to give to, or obtain from, other insurers or any reference service, any information relating to insurance held by you or any claim in relation thereto? | Yes | No |

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|----|--|-----|----|
| f. | Are you aware of any exceptional circumstances, not covered above, that would influence the underwriter's decision to accept the risk of insurance, or alter the terms? If Yes, provide details by email or in writing if submitting this form by fax or post (acceptance will be required from the Insurer). | Yes | No |
| g. | After investigation, are you aware of any circumstances which could give rise to a claim under this insurance Policy and which are not mentioned above? If yes, please provide details (by email or in writing if submitting this form by fax or post). | Yes | No |
| h. | In the past 5 years have you or any Insured person/business/corporation/director ever suffered a claim, received notification of intent to claim, or are you aware of any circumstances that could lead to a claim under the Professional Liability Endorsement or Sexual Molestation Endorsement sections of this proposed Insurance Policy. If yes, please provide details by email or in writing. | Yes | No |
| i. | I/we agree the Privacy Policy Statement is acceptable – www.insuranceadviser.net/ia-privacy-policy (must click Yes to proceed). | Yes | No |

2. If your answer to "1d." was "yes", please provide details of any past or current claims below:

| Date | Number of Claims Reported | Amount paid & outstanding | Applicable Excess | Description |
|------|---------------------------|---------------------------|-------------------|-------------|
| | | | | |

3. Policy Qualification - Please check the box that applies to you:

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| Business Description Principally music/singing tuition including organising, promoting and staging of recitals and camps and cover for the teachers own performance as a musician including incidental sales of musical equipment/sheet music Are your business activities different to the above description? | (If this description does not adequately describe your business activities please contact our office as acceptance is required from Insurers). Yes No |
| Is your turnover from music teaching greater than \$150,000? | Yes No |
| Are you a member of an Association? | Yes No |
| Please advise any association* you are a member of: | QMTA ANATS VMTA TMTA MTANSW WAMTA MTASA KINDERMUSIK Other |

4. Policy Cost

| Commencement Date | Expiry Date | Total Premium | Please Select Preference |
|--------------------------------|----------------|---------------------------------|--------------------------|
| On or After 31st December 2023 | 1st April 2024 | No Charge if renewing for 24/25 | |
| On or After 1st April 2024 | 1st April 2025 | \$219.00 | |
| On or After 1st July 2024 | 1st April 2025 | \$160.00 | |
| On or After 1st September 2024 | 1st April 2025 | \$126.00 | |
| On or After 1st November 2024 | 1st April 2025 | \$101.00 | |

5. Summary of Cover

| Limit of Liability | |
|---|--|
| Public Liability | \$20,000,000 any one occurrence |
| Products Liability | \$20,000,000 any one occurrence and in the aggregate for any one period of insurance |
| Professional Liability Endorsement (Claims Made & Notified) | \$1,000,000 claims made and in the aggregate for any one period of insurance |
| Sexual Molestation Endorsement (Claims Made & Notified) | \$500,000 claims made and in the aggregate for any one period of insurance |



Limit of Liability

| | |
|--|--|
| Goods in Care, Custody or Control | \$250,000 any one occurrence and in the aggregate for any one period of insurance |
| Geographical Limits | Australia & New Zealand |
| Deductible | \$500 except: \$500 any once occurrence in respect of claims arising out of or in any way connected with Professional Liability; \$5,000 any one occurrence in respect of claims arising out of or in any way connected with Molestation |

6. Please select the date you wish to join from (cannot be prior to today's date)

On receipt of your application an invoice will be forwarded for payment . Please note that you are not covered until you receive confirmation from our office.

7. Signature

Signature :

Name:

Date:

