

Clinical Trials No Fault Compensation (Claims Made) Proposal Form



Important Notices:

Please read these Important Notices before completing the Proposal

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 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 his 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 his 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.

Claims Made Policy

The Policy is issued by SRS on a claims made and notified basis. This means that the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to the Underwriters during the Period of Insurance. The Policy does not provide cover in relation to:

- liability arising from any Occurrence happening prior to the Retroactive Date.
- any Claim made against the Insured prior to the Period of Insurance.
- any circumstance disclosed by the Insured to the Underwriters prior to the inception of this Policy.
- any circumstance disclosed by the Insured to any prior insurer.
- any Claim or circumstance of which the Insured was aware prior to the inception of this Policy and which the Insured knew, or ought reasonably to have known might give rise to a Claim or loss under this Policy.

Section 40(3) of the *Insurance Contracts Act 1984* may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

Privacy

SRS handles your personal information with care in accordance with the Privacy Act. SRS collects information about you to provide you with insurance products and a claims service. SRS only provides your personal information to Underwriters (who may be located overseas), assessors, claims adjusters, legal advisers, and others appointed by SRS or Underwriters to assist in providing relevant products and services, or as required or permitted by law. You may elect not to supply SRS with personal information; however, SRS may then not be able to provide you with insurance products and a claims service. Where you provide SRS with personal information about others, SRS relies upon you to have made them aware of that disclosure and of the SRS Privacy Policy and to obtain their consent. You can ask SRS to update this information at any time and access it unless a legal exception applies. For further information about how SRS treats your personal information, ask for a copy of the SRS Privacy Policy or visit www.srs.com.au.

Complaints Handling

If you are dissatisfied with a decision SRS or Underwriters make, SRS' service, the service of others SRS appoints to discuss insurance matters with you, or a claim settlement, SRS has an internal dispute resolution process to assist you. For further information, ask for a copy of the SRS Complaints and Disputes Resolution Policy or visit www.srs.com.au.

General Insurance Code of Practice

SRS and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from www.codeofpractice.com.au, or from SRS upon request.

Further Information

Your insurance broker can assist you to complete this Proposal. If you have any questions or need further information concerning your insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to SRS through your insurance broker, as he is your agent for this insurance.



IMPORTANT NOTICE

- Please answer all questions in full. Where appropriate, tick the 'Yes' or 'No' box that best indicates your reply.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Proposal.

This application is for New Business Renewal - Policy Number (if known) is:.....

1. Proposer(s)

Full Name(s) of all companies to be included:

.....

Address of Registered Office:

Address(es) of any Overseas Offices conducting the Trial:

2. To provide a quotation, SRS requires the following information;

- (i) Trial Name
- (ii) Period of the Trial
- (iii) Protocol
- (iv) Informed Consent form
- (v) Number of Subjects
- (vi) Territories
- (vii) Claims History

3. Insurance History

Has any Insurer ever declined, refused to renew, cancelled, or imposed special terms or conditions on any proposal, renewal or policy held by the Proposer(s)? Yes or No

If yes, please provide details:

Declaration:

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Proposal
- The statements in this Proposal are true and complete and no material information has been withheld
- I/We have read and understood the Important Notices accompanying this Proposal
- I/We have diligently made all necessary enquiries in order to comply with the duty of disclosure
- I/We acknowledge that Underwriters rely on the information and representations in this Proposal and otherwise made by me or on my behalf in relation to this insurance
- Except where indicated to the contrary, I/We understand that any statement made in this Proposal will be treated by Underwriters as a statement made by all persons to be insured
- I/We undertake to notify Underwriters of any material alteration to the information contained in this Proposal prior to inception of the proposed insurance
- I/We understand that no insurance is in place until such time as SRS has confirmed acceptance of the proposed insurance
- I/We have read the SRS Privacy Statement on this Proposal and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the SRS Privacy Statement
- Where I/We have provided information about another individual, that individual has been made aware of that fact and of the SRS Privacy Statement

Signature/s:..... Date:

Name/s:..... Title: