

**LOTTERY AGENTS CIVIL LIABILITY PROFESSIONAL INDEMNITY INSURANCE  
PROPOSAL FORM TO CGU INSURANCE**

**PLEASE MAIL TO WILLIS TOWERS WATSON, GPO BOX 956, MELBOURNE VIC 3000  
OR FAX TO (03) 8681-9888 OR EMAIL TO BRETT.BATSON@WILLISTOWERSWATSON.COM**

<b>Insured Name(s) (legal entity)</b>			
<b>A.B.N.</b>			
<b>Your agency or trading name`</b>			
<b>Contact Name</b>			
<b>Email Address</b>		<b>Contact Phone</b>	
<b>The address(es) of your agency - indicate only those locations selling Tatts products</b>			
	<input type="checkbox"/> <i>ONLINE</i> <input type="checkbox"/> <i>INSTANT ONLY</i>		
<b>Postal Address (if different to agency location)</b>			
<b>Please advise your Estimated Annual Turnover from Tatts product sales</b>			
<b>In connection with the Sale of Golden Casket Products, after enquiry, are you or any business partner or director or staff member aware of any previous claims or have you notified Golden Casket of circumstances which have the potential to give rise to a claim?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Have you or any business partner, director or staff member been the subject of a material breach notice issued by the Queensland Office of Liquor, Gaming and Racing (previously known as the Queensland Office of Gaming Regulation) in connection with the sale of Golden Casket Products?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>If the answer to either of these questions is "YES", please provide details below</b>			
<b>Declaration: I/We declare that:</b>			
<ul style="list-style-type: none"> <li>■ My/Our attention has been drawn to the Important Notices accompanying this Proposal Form (shown overleaf) and I/We have read these notices.</li> <li>■ The above statements are true and I/We have not suppressed or misstated any facts.</li> <li>■ I/We agree that this Proposal and Declaration shall be the basis of the contract between Me/Us and the Insurer.</li> </ul>			

Signed: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# AN IMPORTANT NOTICE TO THE APPLICANT “CLAIMS MADE” CONTRACTS OF INSURANCE

**PLEASE READ AND RETAIN IN YOUR  
FILE**

The proposed insurance is issued on a “claims made” basis.

This means that the policy responds to:

1. claims first made against the Insured during the policy period and notified to CGU Professional Risks Insurance during that policy period, providing that the Insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the Insured’s position that a claim may be made against the Insured; and
2. “claims circumstances” notified pursuant to Section 40(3) of the *Insurance Contracts Act* which states:

*“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 before the Insurance cover provided by the contract expired, 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 cover provided by the contract”.*

After policy expiry, no new claims can be made on the expired policy *even though the event giving rise to the claim may have occurred during the policy period.*

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal, you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure** below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act*, your duty to disclose all relevant information is set out below.

## **Duty of Disclosure**

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us 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 us

That is of common knowledge

That we know or, in the ordinary course of our business, ought to know

As to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, ie until the date we receive instructions to bind cover.