



## **AARTO MEMBERSHIP FORM**

**AND**

## **PROFESSIONAL INDEMNITY INSURANCE & PUBLIC LIABILITY INSURANCE PROPOSAL FORM**

**FOR**

## **REGISTERED TRAINING ORGANISATIONS**

### **INSTRUCTIONS TO THE APPLICANT / PROPOSER:**

- A. This membership and proposal form is to be completed by a Director, Partner, Principal or an authorised Officer of the Applicant / Proposer, as the answers to the following questions will determine the acceptance or declination of membership and coverage proposed.
- B. There is a duty on the Applicant / Proposer to answer all questions accurately and fully, as all statements shall form the basis of and be incorporated into any membership agreement and into contract of insurance, that may be issued.
- C. Please answer all the questions. If a question is not applicable, state "N/A". If more space is required to answer a question, continue on your letterhead.
- D. This application form relates to both an annual Membership Application form for AARTO and an annual Insurance Proposal Form. For membership related questions, 'We' means AARTO and for insurance related questions and information, 'We / Us / Our' means RTO Insurance Group and Calliden Insurance Limited. ABN: 47.004.125.268 AFS: 234438
- E. This Submission by the Applicant / Proposer of the completed proposal incurs no obligation to purchase membership or to bind insurance.

### **NOTICES TO THE APPLICANT / PROPOSED INSURED WHICH APPLY TO EACH INSURED:**

Part of this Application / Proposal is for a Professional Indemnity Insurance policy which is a proposal for Claims Made Insurance. The Professional Indemnity Insurance applies only to claims first made against the Insured during the policy period and may additionally limit coverage applicable to negligent acts, errors, omissions or offences made prior to the inception of the policy period.

The Limit of Liability shall be reduced by amounts paid for legal defence and such payments for legal defence shall also be applied against the deductible amount.



**Duty of Disclosure**

The Insurance Policies are subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know, and
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non- disclosure was fraudulent

**1. Proposer’s Name:**

(provide details of all subsidiary companies)

\_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Website: \_\_\_\_\_

**2. Principal Address or Locations:**

\_\_\_\_\_

\_\_\_\_\_

**3. Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**4. Date Business Commenced:** \_\_\_\_\_

**5. Date Business Accredited:** \_\_\_\_\_

**State of Registration:** \_\_\_\_\_

**AQTF Attainment:** \_\_\_\_\_



**6. Business Description:**

a) Please describe business activities carried out by your organisation:

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b) Please provide percentage split and fee income of the types of activity carried out

Training Room - Category 1 (Non physical - e.g. Classroom environment i.e. White board, power point presentations, overhead projector training format).	%	Fee income \$
Consultancy / Advisory Services - Category 2 (Consultancy and advisory services - e.g. review business systems and processes)	%	Fee income \$
Activity based Training - Category 3 (Non physical & physical training including the use of machinery - e.g. kitchen hand, age care assistant and woodworkers)	%	Fee income \$
Outdoor Training - Category 4 (Minor to heavy physical training - e.g. swimming, martial arts instructors, induction training off site, driver assessment on machinery etc).	%	Fee income \$
Other Training - Category 5 (Not fitting into the above classes)	%	Fee income \$
Audit Services - Category 6 (Evaluation of organisation systems, products or process - e.g. financial audit)	%	Fee income \$
<b>TOTAL</b>	<b>100%</b>	<b>\$</b>

c) If Categories 2, 5 or 6 have been selected, please describe in detail how these activities are carried out by you and/or your organisation and for whom \_\_\_\_\_

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**7. Please provide details of your experience and qualifications in respect of the above training provided:**

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**8. Please provide details of your licence, registration or certification: (include industry licences as appropriate to scope)**

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**9. Principal, Partners and Staff:**

Total No. of Principals / Partners:	
Total No. of Full Time / Part time Instructors:	
Total No of Admin & Other Staff:	

**10. Professional Advice**

a) Do you secure a written contract or engagement letter for every client?      Yes    No

If "No", please indicate how the scope of service is agreed for your clients

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**11. Disciplinary or Investigative Hearings**

(a) Have you, your subsidiaries, affiliates or business predecessors been the subject of disciplinary action or investigation by any authority or regulatory agency?      Yes    No

(b) Have any partners, principals, officers, or key employees of the applicant been the subject of disciplinary action or investigation by any authority or regulatory agency?      Yes    No

(c) Have you ever been removed from the Approved Provider List?      Yes    No

If "Yes" to any of the above, please provide details:

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**12. Claims experience:**

- a) In the last 5 years, have you or any Partner, Principal or Director of the Practice either alone or jointly with others ever:
  - i) had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected or special conditions or excess imposed by any insurer? Yes    No
  - ii) made a claim against any insurance policy for losses which would be insured by this proposed insurance? Yes    No
  - iii) been charged with or convicted of any criminal offence (excluding traffic offences?) Yes    No
  - iv) been subject to disciplinary proceedings for professional misconduct? Yes    No
  - v) had any claims for negligence or breach of professional duty brought against the Practice or any of its predecessors in business or any prior Practice or any of its present or former Partners, Principals or Directors, or have circumstances been notified to Insurers that might give rise to a claim? Yes    No
  - vi) been declared bankrupt or subject to any form of insolvency administration (e.g. liquidation or receivership)? Yes    No
- (b) Are any of the Partners, Principals or Directors, after enquiry aware of any claim or circumstance that might give rise to a claim against the Practice or any prior Practice or any of its present or former Partners, Principals or Directors the matter of which is not referred to above? Yes    No

If 'Yes' to any of the previous questions, please provide full details below. For claims or uninsured losses, please detail the date of loss, how the loss occurred, total cost of claim, the name of Insurer and the policy number.

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**13. Risk Management**

- (a) Do you have an OH&S system in place and operating within your business and its delivery locations? If "Yes", please explain: Yes    No
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- (b) What risk management procedures and/or protocols do you have in place when training is conducted off site at the client premises?
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(c) Do you require students to perform work placement at client premises as a pre-requisite for the qualification? Yes No If "Yes" Please provide narrative as to how the activity is conducted.

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(d) Do you issue a work placement booklet that covers risk management / OH&S in line with industry best practice? Yes No If "yes" can you please attach a copy to this application.

(e) Please provide brief narrative detailing how you ensure that services / training provided are in line with current best practice and/or operational frameworks?

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(f) If you employ one or more training instructors, what minimum qualification and/or work experience do you require them to have?

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(g) Do you maintain systems to document compliance with the terms of a project? Yes No

(h) When was your last AQTF compliance audit carried out? \_\_\_\_\_

(i) Did you meet AQTF requirements? Yes No

If "No" have you undertaken remedial action to achieve compliance?.

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**14. Cover Required**

(a) Limit of Liability required:		
Professional Indemnity (PI)	Public Liability (PL)	
\$1,000,000	\$1,000,000	(Individual Trainers Only)
\$2,000,000	\$2,000,000	(Individual Trainers Only)
\$5,000,000	\$5,000,000	(Individual Trainers Only)
\$10,000,000	\$10,000,000	
	\$20,000,000	

(b) Do you currently have Professional Indemnity or Public Liability insurance in place? If so, please advise name of Insurer, Sum insured and Excess:

PI \_\_\_\_\_

PL \_\_\_\_\_



**15. Period of Cover Required**

- (a) Policy period From \_\_\_\_\_ To \_\_\_\_\_
- (b) In respect of Professional Indemnity, do you currently have retroactive cover? Yes No
- If "Yes" please confirm date \_\_\_\_\_

**16. Stamp Duty Split**

For the purpose of calculating Stamp Duty please confirm the location of the Company's staff numbers as follows:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas



**17. DECLARATION**

This application and declaration must be completed and signed by or on behalf of all parties applying for insurance.

I/We

(a) declare that:

- (i) the answers and information given by me/us in this Application / Proposal are true and correct in all respects;
- (ii) no information has been withheld that would affect AARTO’s decision to grant membership or Calliden’s decision to accept this Proposal;
- (iii) where answers in this Application / Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- (iv) I/we have read and understood the clauses detailed under the Important Notices section at the front of this Application / Proposal;
- (v) if there was insufficient space to fully answer any questions, we have attached \_\_\_\_\_ supplementary pages providing the additional information required.

(b) authorise Calliden to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

(c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the AARTO Professional Indemnity or Public Liability Insurance Policy issued by Calliden and that RTO Insurance Group is acting as an agent of Calliden under a binder agreement.

(d) acknowledge that AARTO / Calliden, its agents and/or employees reserve the right to decline this application / proposal.

Applicant’s / Proposer’s Signature: \_\_\_\_\_

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

Applicant’s / Proposer’s Title: \_\_\_\_\_

**ADDRESS FOR CORRESPONDENCE**

**Australasian Association of Registered Training Organisation** 19 Johnson Street, Port Melbourne Victoria 3207

**Phone: 1300 137 389**

**Fax 1300 138 950**

**RTO Insurance Group** is a division of Honan Insurance Group Pty Ltd,  
AFS License No. 246749, trading as **Honan Insurance Brokers Level 9, IBM Tower, 60 City Road Southbank VIC 3006. PO Box 19127 Southbank VIC 3006**

**Phone: (03) 9947 4333**

**Fax (03) 9947 4300**

## **INSURANCE CONTRACTS ACT:**

Your attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Commonwealth) which provides, in relation to your duty of disclosure, as follows:

Section 21 (1) Subject to this Act, an insured has a duty to disclose to the insurer, before the relevant contract of insurance is entered into, every matter that is known to the insured being a matter that:

- the insured knows to be a matter relevant to the decision of the insurer whether to accept the risk, and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

The duty of disclosure does not require the disclosure of a matter:

- that diminishes the risk;
- that is of common knowledge;
- that the insurer knows or in the ordinary course of his/her business as an insurer ought to know; or
- as to which compliance with the duty of disclosure is waived by the Insurer.

Where a person:

- fails to give an answer; or
- gives an obviously incomplete or irrelevant answer to a question included in a proposal form about a matter,

the insurer shall be deemed to have waived compliance with the duty of disclosure in relation to the matter.

The terms and conditions of the proposed Policy provide that, if a Claim (as defined) is made against you then you must immediately notify the insurers thereof. This notification must be given during the term of the Policy for the Policy to apply.

If any circumstances come to your attention during the term of the Policy which might give rise to a Claim to be made against you or which you should reasonably expect to cause a Claim to be made against you, you have an option as to whether or not to notify the Insurers. However, failure to notify may affect Policy response, i.e. all or part of any subsequent claim may not be covered. Assuming the option is chosen, such notification must be given during the term of the Policy for the Policy to apply.

The time of happening of the acts or circumstances which give rise to a Claim or a possible Claim is not of relevance provided they occur after the retroactive date (if applicable) stated on the Schedule and the relevant sum insured is adequate. Upon expiry of the Policy no further claims can be made thereunder and therefore the maintenance of insurance is essential.

Average provision means if a payment in excess of the limit of indemnity under the policy needs to be made to finalise a claim, the Insurer's liability for defence costs incurred with its written consent will be the same proportion of the defence costs as the amount of the limit of indemnity bears to the amount of your liability in respect of the claim.



## PRIVACY LEGISLATION

### CALLIDEN & RTO INSURANCE GROUP

We and RTO Insurance Group are committed to protecting the privacy of the personal information you provide to either of us. Any personal information you give us and RTO Insurance Group will be treated in accordance with the Privacy Act 1988.

We and RTO Insurance Group require personal information about you to assess your request for insurance and to administer your Policy, and also to notify you about other of our services or promotions from time to time.

Unless we and RTO Insurance Group are required by law to provide personal information to others, your personal information will only be seen or used by:

- our and RTO Insurance Group own staff and contracted staff
- claims adjusters, lawyers and others appointed by us or RTO Insurance Group or on behalf of us for claims handling purposes, and
- our and RTO Insurance Group reinsurers and reinsurance brokers (which may include persons or entities located outside Australia)

By submitting your personal information to us and / or RTO Insurance Group, you agree to us and RTO Insurance Group using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us or RTO Insurance Group written notice.

If you do not provide the information requested, your insurance proposal may not be accepted, or we or RTO Insurance Group may not be able to administer your Policy, or you may breach your duty of disclosure, the consequences of which are set out in the Duty of Disclosure section of this document.

You can request access to the personal information we or RTO Insurance Group holds about you and, where necessary, you can notify us or RTO Insurance Group in writing of changes so we can ensure that the information we or RTO Insurance Group holds about you is accurate, complete and up-to-date.

From time to time, we or RTO Insurance Group may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

For further details of our Privacy Policy or to request access to or correct your personal information, please contact the Privacy Officer at Calliden on 02 9551 1111 or by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au) or by letter addressed to the Privacy Officer, Calliden Insurance Limited, Level 7, 100 Arthur Street, North Sydney, NSW 2060.

Our Privacy Policy may also be viewed on Calliden's website [www.calliden.com.au](http://www.calliden.com.au)



### **GOODS AND SERVICES TAX**

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

### **DON'T PREVENT OUR RIGHT OF RECOVERY**

The policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.