

General Information & Important Notices

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, You may breach Your duty of disclosure. In that event We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Privacy Statement

We are committed to complying with the obligations of the Privacy Act 1988 (Cth) in how We collect, hold, use and share Your personal and sensitive information.

Sensitive information may include information about Your claims history, health history, memberships and criminal record.

We collect Your personal and sensitive information in order to enable Us to offer Our products and services to Our customers, assess Your application for insurance, determine whether to issue a policy and if We do so on what terms and conditions, administer and manage Our products and services, investigate and handle any claims.

We collect information from You or from Your agents. We may also collect information from Our service providers, other insurers, relevant organisations, professional bodies and from publicly available sources. We will only use Your information for the purposes for which it was collected and any other related purpose as permitted or required by law.

We may share Your information with other parties who provide services to Us or on Our behalf such as reinsurers, lawyers, claims adjusters, investigators and other parties as required by law. Some of these recipients may be located outside of Australia.

By requesting insurance from Us, renewing or using any of Our products or services You consent to the collection, use, disclosure of Your personal and sensitive information for the purposes set out in Our privacy policy. If You do not provide all or part of the personal information required by Us We may not be able to provide You with Our products and services and You may be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up to date and complete. You have the right to seek access to Your personal information and correct it at any time by contacting Us. If You would like to make a complaint about how We have handled Your personal information You may contact Us at any time.

Your complaint will be managed and resolved through Our internal privacy complaint procedures. For more information on this procedure please refer to Our privacy policy. Our privacy policy may be accessed at: www.eosuw.com.au.

General Insurance Code of Practice

We are a signatory to the General Code of Practice and are committed to supporting its objectives. The Code aims to raise standards of practice and service in the general insurance industry. If You would like further information about the Code please contact Us. You can view the code at: www.codeofpractice.com.au.

Complaints and Dispute Resolution Process

Any inquiry or complaint relating to this insurance should be referred to Us in the first instance. We have a complaints handling and internal dispute resolution process to assist You. Information about Our complaints handling procedures is available on request.

About EOS Underwriting Pty Ltd

EOS Underwriting Pty Ltd ACN 55 624 013 029 and AFSL 506938 (also referred to as 'EOS') specialises in providing Professional Risks Insurance and General Liability Insurance to professionals in the Australian market. In arranging this insurance EOS are acting on behalf of Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637.

Subrogation waiver

If after a Claim has occurred, You have agreed to limit, exclude or prejudice Your right to seek recovery from another entity that may be liable to compensate You for any liability which is Covered under this Policy, We may not Cover You under this Policy for some or all of that liability.

Claims Made

This Policy operates on a 'claims made and notified' basis. This means that this Policy only Covers You for Claims first made against You and notified to Us during the Period of Insurance. This Policy does not provide Cover for:

- any Claim that arises out of acts, errors, omissions or conduct occurring or committed before the Retroactive Date stated in the Schedule (if such a date is actually stated);
- any Claims made, threatened or intimated against You prior to the commencement of the Period of Insurance;
- any Claims made, threatened or intimated against You after the expiry of the Period of Insurance (even if the act, error, omission or conduct giving rise to the Claim may have occurred during the Period of Insurance) unless the facts that gave rise to that Claim were notified to Us during the Period of Insurance; or
- Claims arising from facts or circumstances of which You first became aware of prior to the Period of Insurance and which You knew or ought reasonably to have known had the potential to give rise to a Claim.

Where You give notice in writing to Us of any facts or circumstances that may give rise to a Claim against You as soon as reasonably practical after You first become aware of those facts or circumstances but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts or circumstances notwithstanding that the Claim is made after the Period of Insurance has expired. Any such rights arise under the legislation only. The terms of this Policy and the effect of this Policy is that You are not Covered for Claims made against You after the expiry of the Period of Insurance.