ACERTA

Accountants

Professional Liabilities Insurance Application Form



Underwritten by Guild INSURANCE

Important Information

Applying for Cover with Us

You have provided Us or your intermediary with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application.

You must ensure the information provided to Us in Your Application is accurate and that You have complied with Your **duty of disclosure**. We have relied on Your Application to decide whether to issue this Policy and the terms and conditions We have offered to You.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule. If payment of the Premium as stated in the Schedule is not made then there is no Cover under this Policy.

Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do this by:

- managing this Policy and any claim You may make courteously, promptly and efficiently;
- respecting Your entitlement to the full benefit of the Cover provided by this Policy;
- giving reasonable consideration to any request You make;
- applying sound judgement before exercising any right, discretion or remedy in respect of this Policy Cover; and
- ensuring any conditions We impose are reasonable in the circumstances.

What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We can get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled this Policy or Your claim, We want You to tell Us.

Please do not hesitate to contact Us if there is any matter You feel has not been satisfactorily resolved.

Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as practicable.

If You would like to make a complaint please contact Your insurance intermediary or call Us during office hours and speak to one of Our staff who will assist You.

If We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our internal dispute resolution process. This service is free of cost to You.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will advise You of any other options. This might include You seeking independent legal advice at Your own expense.

Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of Cover by notifying Us. You will receive a refund of the Premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling-off period ends. These rights are set out in the General Conditions of this Policy.

General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Please contact Us if You would like further information about the Code of Practice. Alternatively, You can view and find more information about the Code and the Code Governance Committee at **codeofpractice.com.au**

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance Policy or a claim under this Policy;

- the disclosure of Your personal information to overseas recipients where relevant, such as offshoring operational and administrative functions to the Philippines under locally incorporated subsidiary Guild Solutions Inc (GSI), some of Our global reinsurers and Fiji for debt recovery administrative services; and
- the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your **duty of disclosure**.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at **acerta.com.au/privacy-policy.**

Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

Alteration of Risk

This Policy Covers the Professional Services and the Business as You have represented these to Us. It is important for You to advise Us as soon as reasonably practicable of any material change to the risk during the Period of Cover including but not limited to any change to:

- Your Business name, or the registration status of Your Business name;
- the nature of Your Business activities or the Professional Services;
- the address or the location from which You conduct the Professional Services or Business;
- Your professional registration status including but not limited to the cancellation, suspension or lapse of, or the imposition of any condition or restriction upon, Your professional registration;
- Your or Your Business' products or services;
- Your or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- any other change to the Business or Your Professional Services that You, or a reasonable person in Your profession, could be expected to know may increase the risk Covered under this Policy.

You should also advise Us if Your Business is sold, merged or otherwise permanently discontinued.

When You advise Us of a change, We will assess whether and to what extent the change gives rise to an alteration to the risk in accordance with Our underwriting rules and processes.

If Our assessment is that the change alters the risk Covered under this Policy We may:

- propose variations to the terms of this Policy; and/or
- ask You to pay an additional Premium for changes that increase Your risk, or refund Premium to You for changes that reduce Your risk; and
- if You agree, issue You with a revised Schedule.

If We do not agree to the change, or You do not accept any proposed variation to the terms of or Premium payable under this Policy, We may cancel Your Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

If You do not advise Us about a change in the Business, Your Professional Services or of other changes in the risk Covered under any Section of this Policy We may refuse to pay all or part of Your claim under this Policy to the extent permitted by the Insurance Contracts Act 1984 (Cth).

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, 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.

Excess

An Excess may apply to Your claim under this Policy. The amount of any Excess is stated in the Schedule.

GST and Claim Payments to You

For any Covered claim:

- if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. If You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

This Policy contains claims conditions in respect of:

- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment.

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated for the payment of claims under this Policy.

Limitations of Cover

Claims Made and Notified Cover

Section – Professional Indemnity operates on a 'claims made' basis of Cover.

A 'claims made' basis of Cover means that We only Cover claims first made against You during the Period of Cover.

You must advise Us during the Period of Cover of any claim first made against You by another party. If You do not notify Us during the Period of Cover You may not be Covered under this Policy.

You should refer to this policy-booklet for the full description of the 'claims made' Cover provided under this Policy.

Section – Professional Indemnity **does not** provide Cover in relation to:

- acts, errors, omissions or conduct occurring or committed by You prior to the Retroactive Date of this Section stated in the Schedule (if a date is actually specified in the Schedule);
- a claim made after the expiry of the Period of Cover even though the act, error, omission or conduct giving rise to the claim may have occurred during the Period of Cover;
- claims made, threatened or intimated against You prior to the commencement of the Period of Cover;
- facts or circumstances You first became aware prior to the Period of Cover and You knew or ought reasonably to have known had the potential to give rise to a Covered claim under this Policy; or
- any claim, fact or circumstance that may give rise to a Covered claim disclosed or reported to Us or any other insurer under any insurance policy prior to the Period of Cover.

The effect of a 'claims made' Cover is that You are not Covered for claims made against You after the expiry of the Period of Cover.

If You have notified Us before the expiry of the Period of Cover of any facts or circumstances that might give rise to a claim against You, You may have rights to be indemnified in respect of any claim subsequently made against You arising from those facts. These rights arise under Section 40(3) of the Insurance Contracts Act 1984 (Cth).

Occurrence Based Cover

Section – Public and Products Liability operates on an 'occurrence' basis of Cover. An 'occurrence' basis of Cover means that We Cover You for events happening during the Period of Cover.

Limits of Liability

Cover under this Policy is limited to the Limits of Liability stated in the Schedule. The Limits of Liability applicable to this Policy represent Our maximum liability to You in relation to all claims under this Policy.

Premiums

Your Premium will include:

- GST in accordance with relevant taxation legislation; and
- stamp duty as imposed by the relevant legislation of each Australian State or Territory.

Waiver of Rights and Our Right to Recovery

Waiver of Rights

We have not waived any provision of this Policy unless we have confirmed the waiver in writing.

Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person or party who is liable to compensate You for any loss or liability which is Covered under this Policy **We may not Cover** You under this Policy for that loss or liability.

ACERTA

Accountants Professional Liabilities Insurance Application Form

Applicant Name: _____

ABN: _____

Year Established: _____

Website Address: _____

Preferred Contact Number: _____

Email Address: _____

Applicant Name guidance: Please name only **one** legal corporate entity, partnership or individual name as the policy automatically covers all subsidiaries and employees. There is **no need** to include "trading names" or "trusts" as these are **not** legal entities. If additional entities need to be named, please provide details below.

_____

_____

Business Activities

1. Are you an individual or an Australian domiciled entity (meaning it is registered and incorporated in Australia)? Yes ☐ No ☐
2. Gross professional fees received in the past 12 months or projected for next 12 months if this is a new business? $_____
3. **Please advise the percentage of your activities across the categories listed below, including all past and any intended services in the next 12 months.**

Sub-activities	Percentage of work
Accountancy Computer Software Consultancy	%
Accounting Compliance Consulting	%
Accounts Preparation and Reporting	%
Auditing - Other than Audit of Publicly Listed Companies and Financial Institutions	%
BAS Agency or Services	%
Bookkeeping	%
Business Valuations and Corporate Advisory including Merger and Acquisitions - Other than Publicly Listed Companies and Financial Institutions	%
Company Secretarial, Directorships, Executorships and Trusteeships in the Capacity of an Accountant	%
Forensic Accountancy	%
Insolvency, Liquidation and Receiverships and Bankruptcies	%
Financial Advice under a Limited AFSL	%
Management and Business Consultancy	%
Migration Agency Services	%
Mortgage and Finance Broking	%
Self Managed Super Fund Administration	%
Tax Agent Services	%
Taxation Advice and Services, including GST Advice	%
Other Professional Activities not listed above	%
TOTAL	**(must equal 100%)**

Please provide details of your other professional activities:

Locations and Stamp Duty

4. Please provide a percentage breakdown of your fees applicable to each State, Territory and Overseas locations?

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Overseas
%	%	%	%	%	%	%	%	%

Total: 100%

If you have allocated a percentage of your fees from overseas activities, please provide the following information?

Country	Percentage (%)	Overseas entity name (if applicable)	Details of Services Provided

NSW Stamp Duty Exemption

If you earn professional fees in NSW please read the following:

If at present you are a small business entity as determined by section 152-10 (1AA) of the Income Tax Assessment Act 1997 (Cth), you are eligible for the NSW Stamp Duty Exemption.

You are a small business if you are an individual, partnership, company or trust that:

1. is carrying on a business and
2. the business has an aggregate turnover of less than $2 million.

Aggregated turnover is your annual turnover plus the annual turnover of any business entities that are your affiliates or are connected with you.

If you have any questions relevant to stamp duty for small businesses, information can be found at: (www.revenue.nsw.gov.au/taxes/insurance)

5. Are you a small business entity that is eligble for NSW Stamp Duty Exemption? Yes ☐ No ☐

Risk Management

6. Do you ensure that business data is regularly backed up, undertake reference checks on all new employees and undertake continuing professional development relating to your accounting practice? Yes ☐ No ☐

Select your level of Cover

Professional Indemnity

$1 Mil	$2 Mil	$3 Mil	$4 Mil	$5 Mil	$6 Mil	$7 Mil	$8 Mil	$9 Mil	$10 Mil
○	○	○	○	○	○	○	○	○	○

Fidelity

This policy includes $50k of Fidelity cover by default. You can increase this amount if required.

$100k	$250k	$500k	$1 Mil
○	○	○	○

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Public and Products Liability

$10 Mil	$20 Mil
◯	◯

Current Insurance

7 Are You currently insured by Guild for Professional Indemnity insurance either directly or via another agency or broker? Yes ☐ No ☐

If yes, please provide the following information:

1. Policy Number _____
2. Period of Cover _____
3. Broker Details _____

Period of Cover

The period of cover can be between 6 months to 18 months, with 12 month being the standard term.

8. Start Date - End Date _____/_____/_____ - _____/_____/_____

Claims History

9. In the past five years, have you, your business, present or former principals, partners, directors or staff members of yours: Yes ☐ No ☐

   - been subject to disciplinary proceedings for professional misconduct;
   - had any claims related to the cover provided by this insurance;

   where the total costs incurred of all matters (legal costs, damages and any outstanding reserves or payments) is greater than $50,000?

10. After enquiry of all staff, are you or any of your principals, partners, directors, aware of any facts or circumstances that may give rise to a claim or claims against you or your business in connection with the cover provided by this insurance? Yes ☐ No ☐

11. In the past five years have you, your business, or any principals, partners or directors, ever been refused this type of insurance, or had similar insurance cancelled, or had a renewal application declined or had special terms imposed? Yes ☐ No ☐

If you answered "yes" to any of the above questions, please provide additional details, including the year of notification, the claimant's information, the amount paid, any outstanding or estimated costs, and the nature of the issue.

Please attach a copy of the claims experience on the insurer's letterhead. Where applicable, outline the preventative measures that have been implemented to mitigate the risk of similar claims or circumstances occurring in the future.

_____

_____

_____

_____

DECLARATION

In completing this Application Form I/We:

- declare the answers and information given in this application are true and correct and I/We have not withheld any information likely to affect the acceptance of this application or the terms and conditions on which it is accepted;
- agree that upon acceptance of this application the insurance will be subject to the terms, conditions, exclusions and provisions of this policy underwritten by Guild Insurance Limited;
- consent to the collection, storage, use and disclosure of personal information of all persons covered by this application for the purpose of assessing my application for insurance cover under this insurance policy, managing the insurance policy and providing me information, notices and details regarding this insurance policy or other products and services offered by Guild Insurance Limited and any related companies;
- authorise Guild Insurance Limited to reference the database of other insurers to confirm the information I/We have supplied in this application.

I/We acknowledge that I/We have read, understood and agree to the:

- declaration set out above in the application for insurance
- **duty of disclosure** and other items as outlined in the important notices
- use of any personal information provided in accordance with Acerta's Privacy Policy
- terms, conditions and exclusions that appear in the Policy

Name of person completing this Application Form: .....

Position Title: .....

Date: .....

Signature: .....

ACERTA

Who is the Insurer?
This Policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791 trading as Acerta.

Effective date: 31 October 2026

1300 223 782

acerta.com.au

Underwritten by Guild INSURANCE