

BSAF

BARRISTERS SICKNESS AND ACCIDENT FUND PTY LTD
ABN 81 343 104 276 ACN 000 381 617
as trustee for the Barristers Sickness and Accident Fund 1961 ABN 78 600 371 397

**PLEASE DO NOT SEND
A CHEQUE WITH THIS
PROPOSAL.**

**WE WILL NOTIFY YOU
OF THE AMOUNT
REQUIRED ONCE
YOUR PROPOSAL HAS
BEEN ACCEPTED.**

Suite 6, 12 Tryon Rd Lindfield NSW P.O. Box 42 Lindfield NSW 2070
DX 23403 Lindfield NSW Tel: (02) 9416 0681 Fax: (02) 9416 0683
office@bsaf.com.au www.bsaf.com.au

8. (a) Are you insured against accident or sickness at the present time in any Club, Benefit, Friendly or Accident Society or Insurance Company?
- (b) If so, with whom and for what amounts?
9. (a) Will the total amount of your weekly compensation during disablement exceed the amount of your average gross weekly income earned for practice of the profession of barrister during the 12 months preceding the date of this application? **YES / NO**
- (b) If answer to (a) is **YES**, please provide reasons why the Fund should provide cover in excess of your average gross weekly earnings.
10. (a) Have you ever made a claim against any insurer for accident or sickness?
- (b) If so, state the name of the insurer, date, amount and nature of claim. (If more than one claim has been made, particulars of each must be given)
11. (a) Have you ever met with an accident resulting in any disability or incapacity which has continued for more than fourteen days?
- (b) If so, supply particulars of the accident and of the nature and duration of the resulting disability or incapacity.
12. If the answer to any of the questions in this paragraph is in the affirmative please supply particulars:
- (a) Is your sight now in any way impaired or have you ever suffered from any disease of the eye?
- (b) Is your hearing impaired?
- (c) Have you any other physical defect or infirmity?

13. If the answer to any of the questions in this paragraph is in the affirmative please supply particulars:
- (a) Do you now have any symptoms of ill-health or disability?
 - (b) Have you within the last 5 years had, or been advised to have, a blood test for any reason?
 - (c) Have you stopped donating blood for any reason since 1983?
 - (d) Has your weight varied by more than 3 kg during the last 12 months?
 - (e) Women - Are you pregnant?
 - (f) Do you take, or have you **EVER** taken drugs, tablets, or any medications on a regular basis?
 - (g) Has any near relative had tuberculosis, diabetes, epilepsy, mental trouble or breakdown, heart or kidney troubles, stroke or hereditary disease?
14. Have you **EVER** had (if **yes** please provide details):
- (a) Asthma, bronchitis, persistent cough or any other chest or lung troubles or allergy?
 - (b) Heart trouble, high blood pressure, pain in chest or rheumatic fever?
 - (c) Diabetes, thyroid or glandular trouble?
 - (d) Indigestion, ulcers or bowel troubles?
 - (e) Epilepsy, fits or dizziness of any kind, persistent headaches, or any psychiatric condition including depression?
 - (f) Kidney, liver or bladder troubles, renal colic or stones?

- (g) Arthritis, rheumatism, sciatica or any neck or back problems, broken bones, muscle or joint pains requiring treatment?
 - (h) Cancer, tumour or cyst of any type?
 - (i) Varicose veins, hernia or skin troubles?
 - (j) Any abnormality affecting your eyesight, hearing, speech or physical mobility?
 - (k) Aids, H.I.V., or any sexually transmitted disease?
 - (l) Anaemia, unexplained weight loss, or any disease of the blood?
 - (m) Any other illness, injury or operation?
15. (a) Have you ever had a surgical operation?
- (b) If so, by whom, when and where, and for what condition?
16. Are you now in and do you usually have good health?
17. Has any blood relation suffered from Epilepsy, Tuberculosis, High Blood Pressure or Heart Attacks, Diabetes, Haemophilia, or had any treatment for a mental illness or committed suicide?
- If so, please supply particulars.
18. (a) Give name and address of your usual medical attendant.

- (b) For what sickness or accidents have you been medically attending during the last five years?

- (c) State names and addresses of the medical practitioner who attended you.

- (d) If the answer to 18(b) is in the affirmative please supply particulars and advise if you were thereby rendered incapacitated for work or took time off from work.

19. (a) Do you smoke? ? **YES / NO**

If **yes**, in what quantity?

(b) Do you take alcohol? ? **YES / NO**

If **yes**, in what quantity and how often?

(c) Do you now take, or have you ever taken, drugs of addiction? ? **YES / NO**

If so, specify in detail.

(d) Are you taking any regular medication or have you taken any regular medication in the past 12 months either prescribed or on your own initiative? ? **YES / NO**

If so, what drug or drugs and in what dosage?

20. Are there any other circumstances with which this Company should be made acquainted in order to form a proper estimate of the risk? ? **YES / NO**

21. For GST purposes, are you entitled to full input tax credits for the premiums payable to us? **YES / NO**

State Weekly Benefit Required: (from \$100 to \$7,500 in increments of \$100) \$.....

OFFICE USE ONLY

Premium \$
GST \$
Stamp Duty \$ _____
Total Payable \$ _____

| |
|---|
| <p style="font-size: 1.2em; margin: 0;">Approved</p> <p>ON _____</p> <p style="text-align: right; margin-top: 20px;">_____ Director</p> |
|---|

Period of Insurance **(See Note 1)**

From _____ 20

To **30 April** 20

Note 1. Subject to the receipt of the appropriate premium, cover will commence on the date of approval of the proposal by the **DIRECTORS**)

PLEASE SIGN AND DATE DECLARATION ON FOLLOWING PAGE

SECTION 35 NOTICE

At page 8 is a document titled "Barristers' Sickness and Accident Fund Cover" which summarises the following with respect to the cover provided:-

- events insured against
- exclusions from cover
- weekly benefits

Notification of these aspects of the cover is given for the purpose of Section 35 of the Insurance Contracts Act, 1984.

SECTION 22 NOTICE

Your duty of disclosure:

Before entering 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 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 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.

DECLARATION

1. I am the applicant and all of the answers to the questions in this proposal are true to the best of my knowledge and belief.
2. I have read and acknowledged receipt of a copy of the policy wording and a prescribed written notice pursuant to s.22 of the Insurance Contracts Act, 1984 (Commonwealth) relating to my disclosure.
3. I acknowledge that the Barrister's Sickness and Accident Fund Pty Limited will be relying on this declaration, my answers given to the questions in this proposal and all information provided by me in deciding whether to enter a contract of insurance as well as the terms of such insurance and the premium charged.
4. I agree to be bound by the provisions of the Trust Deed dated 23 March 1962 (as amended) and made between the New South Wales Bar Association of the first part, Barristers' Sickness and Accident Fund Pty. Limited of the second part and certain Contributors to the Fund of the third part.

Dated :

Signed:

BARRISTERS' SICKNESS AND ACCIDENT FUND COVER

| | The Events | The Compensation |
|----|--|---|
| 1. | An accident occurring while the Contributor was a member causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven days. | During the period of such disablement, including the first seven days, a daily benefit equal to one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period. |
| 2. | An accident occurring while the Contributor was a member causing partial disablement rendering the Contributor unable in a material degree to attend to or engage in the profession of barrister for an initial continuous period of not less than seven days. | During the period of such disablement, including the first seven days, a daily benefit equal to 25% of one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period. |
| 3. | An illness contracted more than 28 days after commencement of unbroken membership causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven days from the date of commencement of medical attention being disablement caused solely and directly and independently of any other cause by any illness. The Directors may in their discretion decide that the commencement of the period of disablement in respect of which compensation is to be payable need not be from the date of commencement of medical attention. | During the period of such disablement, including the first seven days, a daily benefit equal to one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period. |

LIMITATIONS ON COVER

1. Compensation shall not be payable:
 - (a) For any one or more accidents sustained and/or one or more illnesses contracted during any one year of Membership in excess of an aggregate period of disablement of 52 weeks.
 - (b) Under more than one Item in respect of the same period of time.
 - (c) For any period where the Contributor was not working as a barrister for any reason other than accident or illness or for any week days (and intervening weekends) on which the Contributor was not intending to engage in or attend to the profession of barrister.
 - (d) In respect of any accident occurring or illness contracted at a time when the Contributor was not a practising barrister.

2. This insurance shall not apply to or cover:
 - (a) any disablement which is attributable to:
 - (i) intentional self-injury (or suicide) or any attempt thereat;
 - (ii) Normal Pregnancy or Childbirth;
 - (b) any accident occurring or illness contracted whilst the Contributor is engaged in any sporting activity in a professional capacity.
3. The Trustee shall not be liable in respect of any consequence of war, civil war, invasion, act of foreign enemy, hostilities or war-like operations (whether declared or not), terrorism, mutiny, civil commotion assuming proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.
4. The maximum Compensation payable to a Contributor will not exceed the Contributor's average weekly Pre-disability Income.

CONDITIONS

1. The Contributor shall give immediate written notice to the Trustee of any change in his or her profession or occupation and before each renewal of the insurance shall give written notice to the Trustee of any disease or physical defect or infirmity with which he or she has become affected or of which he or she has become cognisant.
2. The Contributor shall as soon as possible after the happening of any of the Events procure and follow proper medical advice from a medical practitioner.
3.
 - (a) Written notice containing full particulars of any event in respect of which a claim is to be made shall be given to the Trustee at its registered office as soon as possible but in any case within 21 days of any relevant accident occurring or illness being contracted.
 - (b) All certificates and evidence required by the Trustee shall be furnished at the expense of the Contributor or any claimant hereunder and shall be in such form and of such nature as the Trustee shall prescribe.
 - (c) The Contributor, as often as required, shall submit to medical examination of a Medical Practitioner on behalf of the Trustee at its own expense.
 - (d) Trustee shall in the case of the death of the Contributor be entitled to have a post mortem examination at its own expense.
4. In the event that a Contributor in addition to his or her insurance as a member has insurance against sickness or accident which together with the benefits payable to him or her as a member would entitle him or her to be paid a weekly sum in excess of his or her average weekly Pre-disability Income then the Trustee may if it sees fit reduce the amount of weekly benefit payable to the intent that the total of the weekly benefits and the other insurance shall not exceed the Contributor's average weekly Pre-disability Income.

PROVIDED that in the case of such reduction the Trustee may in its discretion refund to the member a proportionate part of his or her annual contribution AND FURTHER PROVIDED that no reduction shall be made in any case where the insurance becomes payable other than pursuant to a general policy insuring against sickness or accident.

5. The Trustee shall be entitled to treat the Contributor as the absolute owner of the Policy, and shall not be bound to recognise any equitable or other claim to or interest in the Policy.
6. The Policy can be terminated at any time at the request in writing, of the Contributor. The trustee may cancel this Policy by giving the contributor written notice and in accordance with the law, including where the contributor has:
 - (a) made a misrepresentation to us before this policy was entered into;
 - (b) failed to comply with your duty of disclosure;
 - (c) failed to comply with a provision of this policy, including failure to pay the premium;
 - (d) made a fraudulent claim under this policy or any other policy during the time this policy has been in effect;
 - (e) failed to notify us of a specific act or omission as required by this policy; or
 - (f) failed to tell us about any changes in the circumstances of the risk during the period of insurance coverage

The cancellation of the Policy shall be effective seven days after the delivery of the said notice or if posted seven days after the time the said notice should be delivered in the ordinary course of the post. After cancellation by the Trustee as aforesaid the Trustee will refund to the Contributor the proportionate part of any contribution received in respect of the unexpired period of the policy.

7. This Policy is a yearly contract and the Trustee may in its absolute discretion refuse to renew or refuse to renew except on terms and conditions which it considers appropriate if it considers that for any reason including because of age or bodily health or of other circumstances the provision of benefits for the Contributor may involve the Fund in unusual or exceptional risk.
8. In the event of any dispute concerning the Policy the following dispute resolution procedures will be followed by the Trustee.

8.1 Internal Dispute Resolution Procedure

8.1.1 Contact:

Our Secretary is responsible for receiving and dealing with any complaints you may have. If you have a complaint please contact our Secretary:

Attention: Mr Steve Kerbel, Secretary

Address: Barristers' Sickness and Accident Fund Pty Ltd ACN 000 381 617

Suite 6, 12 Tryon Rd

Lindfield NSW 2070

Telephone: (02) 9416 0681

Facsimile: (02) 9416 0683

Email: s.kerbel@bigpond.net.au

8.1.2 Our complaints handling procedure:

To assist us in dealing with your complaint fairly and efficiently we ask that you lodge any complaint in writing to our Secretary. When we receive a written complaint from you we will deal with your complaint in the following way:

- All complaints received are to be recorded by the Secretary.
- After you have made a complaint an acknowledgment letter will be sent to you within 5 business days of first receiving the written complaint.

- The Secretary will investigate the issues raised by you by reviewing your file and correspondence between us and you. In the event that sufficient information is not available the Secretary will contact you to seek additional information or clarification. The Secretary will provide you with a written confirmation of the findings and detail any remedial action, including compensation or settlement, considered appropriate by the Board of Directors of the Trustee. You will then be given an opportunity to respond to our proposed resolution.
- We aim to substantially resolve all complaints we receive within 20 business days.
- In the event the Secretary is unable to resolve your complaint within this period, the Secretary will notify you of the delay and provide a timeframe for when the complaint will be resolved.
- If the Secretary cannot resolve a complaint, the complaint will be escalated to the Board of Directors of the Trustee for resolution.
- We will set out in writing to you the reasons for the approach taken by us in relation to resolution of your complaint.

8.1.3 External dispute resolution scheme:

If we are unable to resolve your complaint or you are dissatisfied with the resolution proposed by us you have the right to make your complaint to The Financial Ombudsman Service Limited (FOS). FOS is an independent company that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry, including insurance. The FOS service is an external complaints resolution service of which we are a member. Further details about FOS are available at the FOS website www.fos.org.au or by contacting them directly via the details set out below.

FOS contact details are as follows:

Financial Ombudsman Service Limited

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

Facsimile: (03) 9673 6399

Email: info@fos.org.au

Web site: www.fos.org.au

DEFINITIONS

In this Schedule the following words and expressions will have the respective meanings attributed to them as follows:

Medical Practitioner: a person acceptable to the Trustee, who is registered and practising as a medical practitioner in Australia. The Trustee may accept a similarly qualified person who is registered and practising as a medical practitioner in another country.

Normal Pregnancy or Childbirth: normal uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

Pre-disability Income: the average gross weekly income the Contributor earned from the practice of the profession of barrister in the 12 months immediately before becoming disabled. If a Contributor has worked as a barrister for less than 12 months before becoming disabled, it means the average gross weekly income from the practice of the profession of barrister over the period the Contributor has worked immediately before becoming disabled.