

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

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

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND
PROPOSAL

(ALL QUESTIONS MUST BE ANSWERED)
(If there is insufficient space, please attach details)

1 Contact details

1a) Name in full
1b) Preferred title for mailing purposes
1c) Professional address DX
1d) Office telephone number
1e) Fax number
1f) Mobile telephone number
1g) Email
1h) Private address

2 Professional details

2a) Are you currently a person whose principal occupation is the practise of law as a barrister? (yes / no)
2b) If yes, city where your practice is based And date when you were admitted to practice
2c) Are you currently an Ordinary Member Class A or Class B of the NSWBA? (yes / no)
2d) If yes, please provide your membership number
2e) If no, what is the status of your application?
2f) Are you currently in your first year as a reader? (yes / no)
2g) If yes, date you were admitted as a reader

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND PROPOSAL

3 Personal

3a) Your date of birth
3b) Your height
3c) Your weight
3d) Your current BMI
3e) Are you available to be examined by a doctor of our choosing (within Australia), if so required by us? (yes / no)
3f) Have you smoked (tobacco) in the last 12 months? (yes / no)
3g) If yes, please provide details of usual use
3h) What is your approximate average alcohol consumption per week Past month Past 12 months
3i) Have you used any other recreational drugs or non-prescription drugs in the last 5 years? (yes / no)
3j) If yes, please provide details of drugs used and how often
3k) Have you, in the last 5 years received professional advice and/or counseling for drug use or excess alcohol consumption? (yes / no)
3l) If yes, please provide details including: when and from whom
3m) Do you, or do you intend to, participate in hazardous sporting, recreational or other activities? (yes / no)
3n) If yes, please provide details
3o) So far as you are aware, do you have a family history of any significant illness including cancer or heart disease? (yes / no)
3p) If yes, please provide details
3q) If female, are you pregnant? (yes / no)
3r) If yes, please indicate the due date and any known complications

4 Other insurance for Sickness & Accident (or similar)

4a) Do you currently hold any other disability or income protection insurance? (yes / no)
4b) If yes, please provide details including: Name of insurer, Benefit amount, Benefit duration, Waiting period, Special conditions

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

4c) Has any application you have made for life or disability insurance, been declined, accepted on terms or, subsequently cancelled? (yes / no)
4d) If yes, please provide details
4e) Have you claimed benefits on any insurance policy arising out of illness or injury? (yes / no)
4f) If yes, please provide details

5 Health

Have you been diagnosed as having contracted, or sought advice concerning any of the following?
5a) Heart condition or risk factors including hypertension or lipid problems (yes / no)
5b) Prostate or kidney or other urinary condition, or liver disorder (yes / no)
5c) Gastrointestinal condition including colitis, Crohn's disease or coeliac disease (yes / no)
5d) Diabetes or glucose intolerance or thyroid problem or metabolic disorder (yes / no)
5e) Malignancy including skin or hematological cancer (yes / no)
5f) Respiratory disorders including asthma or sleep apnoea (yes / no)
5g) Any neurological disorder including epilepsy, recurrent headaches, vertigo or balance disorder, TIA or stroke (yes / no)
5h) Neck or back pain or spine disorder (yes / no)
5i) Joint disorder including osteo arthritis, rheumatoid arthritis, or gout (yes / no)
5j) Autoimmune disorder including Lupus, other autoimmune disorder(s), (yes / no)
5k) Chronic or recurrent skin condition such as eczema or psoriasis (yes / no)
5l) Any psychological or psychiatric condition including depression, anxiety, bipolar disorder, stress disorder (yes/n)
5m) Any blood disorder (y/n)
5n) Hepatitis, HIV or AIDS, or chronic infection (yes / no)
5o) If female, any gynecological disorder including abnormal pap smear or HPV or breast lump (yes / no)
5p) Any other illness or injury (yes / no)
Unless disclosed above,
5q) Have you been prescribed any medications in the last 5 years? (yes / no) other than: medication/treatments for minor illnesses such as upper respiratory tract infections, medication/treatments for short-term musculo- skeletal injuries or contraceptives

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND
PROPOSAL

5r) Have you in the last 12 months had symptoms or signs for which you have been advised to seek assessment or for which, you intend to do so? (yes / no)
5s) Have you in the last 5 years taken time off work for more than 3 consecutive days for any illness or injury (yes / no)
5t) Are there any other circumstances with which Bar Cover should be made acquainted in order to form a proper estimate of risk? (yes / no)

If your answer is YES to any of the questions in section 5 above, please provide details for each such illness or injury or circumstance. If additional space is required, please attach a separate sheet and include the following information:
5u) The name(s) of each such illness or the injury, and/or further information in relation to the circumstance
5v) When the illness or injury was first suffered or diagnosed
5w) Information as to treatment including for recurrences
5x) Your current condition/status in relation to the illness or injury
5y) Names and addresses of doctors and hospitals consulted, and information as to recurrences and their duration.

6 Weekly Benefit Required \$100 to \$10,000 per week (in increments of \$100)

6a) State the amount of your Weekly Benefit required.
6b) Will the weekly benefit required exceed your average gross weekly income earned from the practice of the profession of barrister in the past 12 months? Yes / no
6c) If yes, please explain why you are seeking a higher benefit. (See: "Limitations on Benefits Paid", in the Statutory notices set out below, in this Proposal form)

**PLEASE NOTE THAT DEPENDING ON YOUR RESPONSES, FURTHER INFORMATION
MAY BE REQUESTED.**

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

7 STATUTORY NOTICES AND DECLARATION

SECTION 35 NOTICE

Included herewith is a document titled "Barristers' Sickness and Accident Fund Cover" which provides information about the following with respect to the cover provided:

- events insured against
- exclusions from cover
- limitations on benefits paid

Notification of these aspects of the cover is given for the purpose of sec 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.

Your duty however does not require disclosure of a 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 its 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

I am the insured and all of the answers to the questions in this application are true to the best of my knowledge and belief.

1. I have read the two notices set out above.
2. 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:**

Approved
Date: _____ Director: _____

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND PROPOSAL

8.1 FEATURES OF THE INSURANCE

Features of the insurance provided by this product are set out in the table below

Item	The Event	The Compensation
A	An accident occurring while you are a member of the Fund causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven (7) days.	During the period of such disablement, including the first seven (7) days, a daily benefit equal to one-seventh (1/7) of the full weekly benefit applicable for the period of insurance during which the event occurs.
B	An accident occurring while you are a member of the Fund causing partial disablement rendering you 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 (7) days.	During the period of such disablement, including the first seven (7) days, a daily benefit of 25% of one-seventh (1/7) of the full weekly benefit applicable for the period of insurance during which the event occurs.
C	An illness causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven (7) days from the date of commencement of medical attention, being disablement caused solely and directly by any illness, independently of any other cause. The Trustee may in its 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 (7), days a daily benefit equal to one-seventh (1/7) of the full weekly benefit applicable for the period of insurance during which the illness commences.

Qualifying period

Cover under the insurance in respect of a disabling illness is subject to a qualifying period of 28 calendar days (from the date of acceptance as a member of the Fund), and the minimum period of disablement before a claim can be made is 7 days.

In respect of an accident, coverage begins from the date of acceptance as a member of the Fund and the minimum period of disablement before a claim can be made is 7 days.

Subject to the qualifying period in respect of an illness and the seven (7) day minimum period in respect of disablement for illness or accident, a claim can be made in relation to the first day of a period of disablement.

Maximum period of cover

The maximum period of cover is for a total of 52 weeks in respect of any one illness or accident, including where the illness causes total disablement in more than one insurance year or the accident causes total disablement and partial disablement in more than one insurance year.

In a case where you return to work and are later unable to attend to your practice because of incapacity caused by the original illness or injury, a maximum of 52 weeks benefit will be paid even though the incapacity may extend into or recur during a later insurance year.

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

8.2 EXCLUSIONS FROM COVER

We will not pay you any benefit in relation to the following:

Any disablement which is attributable to:

Intentional self-injury (or suicide) or any attempt in respect of the same; or

Normal Pregnancy or Childbirth (see definition below).

Any accident occurring or illness contracted whilst you are engaged in any sporting activity in a professional capacity.

Any consequence of war, civil war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), terrorism, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

For any one or more accidents sustained and/or one or more illnesses contracted during any one year of membership of the Fund in excess of an aggregate period of disablement of 52 weeks.

Under more than one of items A, B and C in the table under section 2 above in respect of the same period of time.

For any period where you were not working as a barrister for any reason other than accident or illness or for any week days (and intervening weekends) on which you were not intending to engage in or attend to the profession of barrister.

In respect of any accident occurring or illness contracted at a time when you were not a practising barrister.

An illness that was diagnosed, or from which you suffered, or to which you were subject at or before the commencement of your unbroken membership of the Fund, provided that this exclusion will not apply if:

(a) You were not aware of the illness, and a reasonable person could not be expected to have been aware of the illness, at the commencement of your unbroken membership of the Fund; or

(b) In our absolute discretion, we have agreed in writing that this exclusion will not apply to the illness.

An illness which is first diagnosed, or a period of disablement which commences, during the first 28 days of unbroken membership of the Fund.

8.3 LIMITATIONS ON BENEFITS PAID

The maximum weekly benefit payable to you will not exceed your Pre-disability Income.

“Pre-disability Income” means the average gross weekly income you earned from the practice of the profession of barrister in the 12 months immediately before becoming disabled. If you have 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 you have worked immediately before becoming disabled.

If you have already been paid an amount under another sickness and accident insurance contract, in respect of a loss of income from your practice as a barrister during a period of disablement, the maximum weekly benefit payable to you under this product, in respect of that period, will be

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

reduced so that the aggregate of the weekly benefit payable to you under this product and the weekly amount already paid to you under the other insurance contract(s) does not exceed your Pre-disability Income.

A benefit is only payable under this product in respect of a period of disability which occurs when the member is alive. This product does not include a death benefit.

Where the same illness causes total disablement during more than one period or in more than one insurance year, the maximum weekly benefit payable to you in respect of that illness is the maximum weekly benefit that applied to you on the date that medical attention first commenced for the illness.

Where the same accident causes total or partial disablement during more than one period or in more than one insurance year, the maximum weekly benefit payable to you in respect of that accident is the maximum weekly benefit that applied to you when the accident first occurred.

8.4 CONDITIONS OF COVER

You must give immediate written notice to the Trustee of any change in your profession or occupation. Before each renewal of this product you must give written notice to the Trustee of any disease or physical defect or infirmity which you are aware affects you.

As soon as possible after the happening of any of the covered events, you must procure and follow proper medical advice from a medical practitioner.

Written notice containing full particulars of any event in respect of which a claim is to be made must 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.

You must, as often as required by the Trustee, submit to medical examination by a Medical Practitioner on behalf of the Trustee at your own expense.

The Trustee shall be entitled to treat you as the absolute owner of this product, and shall not be bound to recognise any equitable or other claim to or interest in this product.

8.5 RISKS

The significant risks associated with holding this insurance product and which you should consider include:

Whether this insurance product is sufficient to cover your needs;

This insurance product provides for a weekly benefit for a maximum of 52 weeks in the prescribed situations only and does not provide for payment of any medical or other expenses or any lump sum payment for loss of limbs or capacity etc.;

This product is not life insurance and does not provide any cover in the event of death. Coverage under this product only applies to the period whilst the member is alive; and

Annual premiums are subject to change.

8.6 CANCELLATION

This policy may be terminated at any time at your request.

We may cancel this policy by giving you written notice and in accordance with the law, including where you have:

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

Made a misrepresentation to us before this policy was entered into;

Failed to comply with your duty of disclosure;

Failed to comply with a provision of this policy, including failure to pay the premium;

Made a fraudulent claim under this policy or any other policy during the time this policy has been in effect;

Failed to notify us of a specific act or omission as required by this policy; or

Failed to tell us about any changes in the circumstances of the risk during the period of insurance coverage.

The cancellation of this policy will be effective seven (7) days after the delivery of the written notice or, if posted, seven (7) days after the time the notice should have been delivered in the ordinary course of the post.

In the event of your death the policy is deemed cancelled.

After cancellation by us or you or on your death, we will refund to you the proportionate part of any contribution received in respect of the unexpired part of the policy.

8.7 PRIVACY

Under the Privacy Act 1988 we are obliged to maintain the privacy and confidentiality of personal information we collect, subject to certain exemptions.

When we collect, record, use and/or disclose personal information about individual we will only do so in line with the Australian Privacy Principles which apply under the Privacy Act 1988.

8.8 DISPUTE RESOLUTION

We are committed to providing fair and efficient services to our members. In the event that you are dissatisfied with our product or service we are committed to fairly considering your concerns and responding in a prompt and comprehensive form.

Our internal Dispute Resolution Procedure :

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

Attention: Mr Steve Kerbel, Secretary

Address: Barristers' Sickness and Accident Fund Pty Ltd

Suite 18, 12 Tryon Rd. Lindfield NSW 2070

DX 23403 LINDFIELD

Telephone:(02) 9413 8481 Facsimile:(02) 9413 8483 Email: office@bsaf.com.au

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 acknowledgement 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

Bar Cover BARRISTERS SICKNESS AND ACCIDENT FUND

PROPOSAL

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.

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

8.9 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.

Member: A person who is for the time being a practising barrister and an ordinary member Class A Or Class B of the New South Wales Bar Association and who on submission and acceptance of the proposal by the Directors of the Fund and subsequent payment of contribution, is a member of the Fund.

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.