

## Formal Request For Professional Indemnity Insurance Details

Notice to Agent is Notice to Principal - Notice to Principal is Notice to Agent

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**Respondent:**

The individual Gail Kelly acting as Chief Executive Officer  
WESTPAC BANKING CORPORATION  
ABN: 33 007 457 141  
275 Kent Street  
Sydney 2000  
New South Wales, Australia  
Fax: 1300 651 210

**Proponent:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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Date: 24<sup>th</sup> day of, March 2013

RE: Professional Indemnity Details

Service: FAX; Aust Post Registered Mail Article ID 508447436012;

Email [collections@westpac.com.au](mailto:collections@westpac.com.au)

**Published at PUBLIC NOTICES BOARD:** [www.pn.i-uv.com/gail-kelly-wbc](http://www.pn.i-uv.com/gail-kelly-wbc) for all to know and rely upon.

**Dear Ms Kelly,**

**Acting In Commerce:**

All correspondence from you and your agents have referenced 'money', 'outstanding balances' and 'overdue payments', so it would be reasonable to assume that you are therefore "acting in commerce".

As your title of 'chief executive officer' (CEO) goes with your job, this further confirms that you are indeed "acting in commerce". As such, there is something important to consider before you proceed with any further action in any of these alleged matters.

"Acting in commerce" always requires "insurance", in order to indemnify the 'Actor' against any "act, error or omission in the performance of providing professional services".

As business engaged in commercial activities, some how, some way, you will be insured against making any mistakes, for example, if you proceed with any of the matters listed below and any turn out to be a 'mistake'. As such, there are two things you need to consider. The first is "circumstances" and the second is "claims".

As you must be aware, “circumstances” can lead to “claims”, if you make any mistakes “acting in commerce”. Which is why, if you read the small print of your policy, you will almost certainly find that you need to report any “circumstances” as well as any “claims” made against you.

Simply put, if you fail to report any “circumstances” you are UNINSURED. “Uninsured” means you would be PERSONALLY LIABLE for any mistakes you make while “acting in commerce”, for example, if you proceed in this matter and it turns out to have been a mistake while you were “acting in commerce”, you would be “uninsured”.

Reviewing the paper trail of all previous correspondence you and your associated entities have received related to these alleged matters, it is easy to see there has been a complete lack of desire to be engage “in commerce” with you and your organization.

Your decision to proceed directly against those documented desires may be interpreted that you and your associates have deliberately attempt to force me to “act in commerce” against my wishes or better judgement.

As your own paper trail indicates you are indeed “acting on commerce”, please provide the following details of your **Professional Indemnity Insurance Policy**, so that if you do decide to pursue your unlawful demands, a claim can be made related to any mistakes you may have made while “acting in commerce”.

**PLEASE PROVIDE THE FOLLOWING DETAILS – the address above**

**The name of your insurer**

**Your insurer’s contact details**

**Your insurance policy number**