

“Acting In Commerce”

Bronwyn Lawrey – Request for Professional Indemnity Insurance Details

All correspondence from your offices Identified by ABN 32 790 228 959 and related departments, have so far referenced ‘money’, ‘outstanding balances’ and ‘associated costs’, so would it be reasonable assume that you are therefore “acting in commerce”? Also, as you signed off your letter with the title of ‘Director’ that goes with your job, does this also further confirm that you are indeed “acting in commerce”? If this is the case, as all your correspondence seems to indicate, 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 various private parties to “act in commerce” against their wishes or better judgment.

If light of questions concerning whether you are “acting on commerce”, please provide the following details of your Professional Indemnity Insurance Policy, for any claim that may be made, if you decide to pursue any of your alleged ‘infringements’ and/or ‘obligations’, and it is determined that you have ‘made a mistake while “acting in commerce”:

**The name of your insurer
Your insurer’s contact details
Your insurance policy number)**