

# PROFESSIONAL INDEMNITY PROPOSAL FORM

## Please read this carefully before completing the Proposal.

**About this notice** This notice gives a précis summary of the important requirements, conditions and obligations which relate to the placement and operation of your insurance policy. Please read this notice carefully before completing your proposal.

**Your Duty Of Disclosure** Before you enter into a contract of general insurance with an insurer, you have a duty, under the Contracts Act, 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 matters:

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- that diminishes the risk to be undertaken by the insurer;
- that is 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.

**Utmost Good Faith** Every insurance contract is subject to the doctrine of utmost good faith which requires that the parties to the contract should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by your insurer(s).

**Average (underinsurance) Provisions** (Applicable to material damage insurances: commercial, business, marine hull, computer electronic, machinery breakdown, aviation & domestic home). These policies often contain an Average/Co-insurance clause which means that you must insure for the full value of the property Insured. If you underinsure, your claim will be reduced in proportion to the amount of the underinsurance, therefore make sure your sums insured are adequate.

**Rights Of Subrogation** You may prejudice your rights with regard to a claim if, without prior agreement from your insurers, you enter into an agreement with a third party that prevents the insurer from recovering the loss from that, or another party. Your policies contain provisions which allow the insurer to recover their liability from the responsible party. Any agreement you enter into that excludes or limits your rights to recover damages from another party in relation to any loss, damage or destruction contravenes these provisions. If you have any such agreements, we may be able to negotiate with your insurer to permit them and therefore we request you to advise us of their existence. Examples of such agreements are the "hold harmless" clauses which are often found in lease agreements, maintenance and supply contracts pertaining to the installation and maintenance of fire protection systems and burglar alarms and in storage contracts.

**Unnamed Parties** Your policies may not provide insurance cover in respect of the interest of some other person or organisation who is not specifically named therein, irrespective of the sum(s) Insured. If you require the interest of a party other than the Named Insured to be insured, you must request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals, etc) unless their interest is properly noted on the policy.

**Excess/Deductibles** Excess or a Deductible is the first amount of each claim you are required to pay yourself, may not apply to each Part. Details of the Excess(es) applicable will be shown on the Schedule against the particular Section or Part.

**Binder Notification** In effecting this Contract of Insurance, any cover is accepted by DOMINION UNDERWRITING AGENTS PTY LIMITED (DOMINION) acting under the Binder authority given by the subscribing Underwriters and DOMINION is acting as Agent of the Insurers and not the Agent of you, the Insured. When we act under a binder we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you.

DOMINION is authorised to issue, advise and deal in general insurance policies for both retail and wholesale clients'.

**Claims** Please advise us of any event likely to give rise to a claim as soon as practicable & notify the Police immediately if required. Do not admit liability or make any offer of settlement. You must take all reasonable precautions for the safety of the property insured and to prevent further loss or damage.

**Claims occurring prior to commencement** Your attention is drawn to the fact your Policy/ies may not provide indemnity in respect of events that occurred prior to the commencement of the contract.

**Claims Settlements** In dealing with or settling claims under this Contract of Insurance, DOMINION is acting under an authority given by the subscribing underwriters and DOMINION is dealing with or settling any claim as an agent of the subscribing Underwriters and not as the agent of you, the Insured.

**Acceptance Of The Proposal** The Insurance proposed on this Proposal will not be in force until the completed Proposal has been received and the risk accepted by the Insurer. The subscribing Underwriters reserve the right to decline any Proposal.

**Cancellation By You** Subject to any cancellation restriction, you may cancel your policy by providing your instructions in writing to your broker. In the event of cancellation of a policy before the expiry dated, some insurers make refunds of premium based on monthly or quarterly apportionments and therefore a minimum charge may apply.

**Change of Risks or Circumstances** It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to your insurers). For example, acquisitions, changes in occupation or location, new products or new overseas activities. To ensure proper protection, please consult your broker if you are in any doubt as to whether your insurer should or should not be told of certain changes.

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### Insured Details

**Please select applicable Company structure for the ultimate holding entity (Please circle one)**

Proprietary Limited	Limited	Sole trader	Incorporated Entity
Name of Insured			
Trading Name			
Has the insurance changed names in the past 5 years?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
If 'Yes', what was the prior entity name?			

Are you registered for GST purposes	Yes <input type="checkbox"/> No <input type="checkbox"/>	ABN:	
Please list any other entities requiring coverage			

Address of Head Office	State	Post Code	
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Address of Other Office/s	State	Post Code	
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Phone Number	Fax Number
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Website	Email
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Date Company Established	
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Please provide the following information for each principal, partner and director

Name	Age	Qualifications	Date of Qualification	How long a part of the practice	Period in previous practice	Professional memberships

Please confirm the following staff numbers:

Qualified staff (Including Principals)	
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Other technical staff	
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Non technical staff (reception, administration assistants, etc)	
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Do you engage sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details of work undertaken and frequency engaged

Are Sub-contractors always required to carry their own PI insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Has the business ever changed	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details

Has there ever been any/are there any planned Mergers/acquisitions or takeovers?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details

Please list all professional associations or body memberships

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### Business Details

Please outline Business of insured entity and subsidiaries

Is the Insured engaged in any of the following activities:

Construction, fabrication or erection in any form	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Real Estate Development	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Manufacture, sale or distribution of any patented product or process	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Physical investment of a clients money into any investment (managed or otherwise)	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Do the above business activities differ form those previously undertaken by the business	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details

Does the insured provide advice	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details

Are any written disclaimers included with advice given	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Do you provide any promotional material (including brochures) outlining services offered	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please attach a copy to this proposal

Do you undertake any work outside of Australia or New Zealand	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Are you or any insured involved in a joint venture	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If 'Yes' please provide details

### Income Details

Please provide your gross professional fees (including those paid to sub-contractors) for the past 12 months

Australia	\$	Overseas	\$
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Please provide an estimate of your gross professional fees (including those paid to sub-contractors) for the coming 12 months

Australia	\$	Overseas	\$
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Please categorize the business activities undertaken and the percentage of income derived from each

	%
	%
	%
	%
	%

Please outline the 5 largest contracts undertaken and the fee income derived from each

	\$
	\$
	\$
	\$
	\$



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### Claims & Circumstances

Has any claim for negligence or breach of professional duty been made in the last ten years against you or any present or former Principal, Partner, Director or employee, or has any circumstance which may give rise to a Claim against you or any present or former Principal, Partner, Director or employee been notified to insurers? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Notified	Insurer	Claimant	Description of Notification/loss/claim	Current Status/amount paid
Are you or any Principal, Partner, Director or employee aware of any fact or circumstance not already notified to insurers which has the potential to give rise to a Claim against you or any Principal, Partner, Director or employee? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Claimant	Description of fact/circumstances		Estimate of Potential liability \$AUD	
Are there any Claims against previous practices which have not been previously identified in this Proposal, which may give rise to a Claim against any entity or individual to be insured by this insurance (including any prior corporate entity and any of the present or former Principals)? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Individual(s)	Description of fact/circumstances		Current Status/amount paid	
Has any Principal, Partner, Director or employee ever been subject to disciplinary proceedings for professional misconduct or been convicted or charged with any criminal offences in the last ten years? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Individual(s)	Description of fact/circumstances		Current Status/amount paid	
Has any claim for any breach of employment law, regulation, Statute or guidelines (including but not limited to sexual harassment, unfair dismissal, unlawful termination, discrimination or similar) been made in the last ten years against you or any present or former Principal, Partner, Director or employee, or has any circumstance which may give rise to a Claim against you or any present or former Principal, partner, Director or employee been notified to insurers? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Notified	Insurer	Claimant	Description of Notification/loss/claim	Current Status/amount paid
Has the business/practice in the past 5 years suffered from a direct financial loss arising out of theft of monies, negotiable interests or stock by an employee or third party in collusion with an employee? <i>If 'Yes' please provide details</i>				Yes <input type="checkbox"/> No <input type="checkbox"/>
Date of Loss	Description of Loss		Total loss \$AUD	

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## Optional Extensions

Is cover required under this policy for Fidelity Cover	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is cover required under this policy for Employment Practice Liability	Yes <input type="checkbox"/> No <input type="checkbox"/>

Required Limit of liability (any one claim and in the aggregate)	\$
Required Excess (each and every claim)	\$
Inception Date	Expiry Date

## Declaration and Acknowledgments

I/We declare and acknowledge as follows:

1. I/We have not suppressed, misrepresented or misstated any material information within my/our knowledge likely to affect the decision of Insurers as to my/our eligibility for insurance, and the answers given in this Proposal are truthful and frank in every respect.
2. Insurance cover will only arise upon the Insurer's acceptance of this Proposal as notified by the issue of an appropriate Policy Schedule and/or Policy Document.
3. I/We acknowledge that we have read and understood the Important Notice to the Insured and acknowledge that the Insurance Contract will be effected with an Insurance company which is regarded as an Direct Offshore Foreign Insurer under the Insurance Act 1973.
4. Subject to the Insurance Contracts Act 1984, if this Proposal is accepted by the Insurer, the Proposal and the Policy Wording Documentation signed by DOMINION and the Policy Schedule and accompanying documents which are issued shall constitute the entire agreement between the parties and shall supersede any prior representations or warranties.
5. The subscribing Underwriters will be relying on the information provided by me/us in the Proposal in deciding whether to provide cover, and if so, on what terms.
6. I/We have read and understood the notice concerning my/our duty of disclosure.
7. Where answers to questions contained on this Proposal are not in my handwriting they have been checked by me/us and I/we certify that they are in every respect, truthful and frank.
8. I/We will make the premises available for inspection by Dominion Underwriting Agents and/or their agent.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_