



Professional Indemnity Insurance

Proposal Form for Miscellaneous Risks

IMPORTANT NOTICES

PLEASE READ THE FOLLOWING NOTICES BEFORE COMPLETEING THIS PROPOSAL FORM.

Your Duty of Disclosure – Contracts of General Insurance

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance *Contracts Act 1984* (Cth), 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 the 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 their 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 their 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.

Claims Made Policy

This Proposal is for a claims made policy. This means the policy only responds to claims first made against you during the policy period and notified to the Insurer in writing during the policy period. Circumstances which could give rise to a future claim must also be notified to the Insurer in writing during the policy period for the policy to respond.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act towards each other with the utmost good faith. Failure to do so in your part may prejudice any claim and/ or the circumstances of the insurance contract.

Change of Risk or Circumstances

The terms and conditions of any insurance policy offered by the Insurer will be based on the information provided to the Insurer. If any material change occurs to the information provided on or with this proposal form prior to the inception of the policy, it is essential that the Insurer is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claim under the policy and/ or the continuation of the insurance contract.

Insurer

Chase Professional Risks, a division of Chase Underwriting Solutions Pty Ltd (AFSL 454344, ABN 50 156 554 808) (Chase) is a leading provider of insurance products. Chase is not the Insurer of any contract of insurance entered into, but has been granted an authority by the Insurer to underwrite and issue contracts of insurance for and on behalf of the Insurer under an agency agreement between Chase and the Insurer.

The Insurer is Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).

Completing and signing this proposal form does not bind either the Proposer or the Insurer to enter into a contract of insurance.

Privacy Statement

Chase Underwriting Solutions Pty Ltd is committed to safeguarding and protecting you, the Insured's privacy. We are bound by the provisions of the *Privacy Act 1988* (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matter incidental thereto, including investigating and managing claims.

We may provide your personal information to others, such as other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, Chase will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

Our Privacy Policy is available on request or at our website: [Chaseunderwriting.com.au/Chase Privacy Policy](https://Chaseunderwriting.com.au/Chase_Privacy_Policy).

If you wish to access or correct your personal information, please write to:

The Privacy Officer
Chase Underwriting Solutions Pty Ltd
Level 1, 68 Clarke Street,
Southbank, VIC 3006
Telephone number 1300 949 834

IMPORTANT INSTRUCTIONS FOR COMPLETING THIS PROPOSAL FORM

- *All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.*
- *Where a Yes/ No response is indicated please tick or cross the applicable box.*
- *This proposal form must be signed by at least one principal, partner or director of the principal entity seeking insurance after all necessary enquiries have been made of the principals, partners, directors and employees of all entities seeking insurance.*
- *Where there is insufficient space to answer any question, or additional documentation is required, please provide same by way of a clearly labelled attachment to this proposal form and specify the applicable attachments in the space provided for each question.*
- *If you require any assistance in completing this proposal form, please contact your insurance adviser.*
- *Please retain a copy of this proposal form and any attachments for your records.*

1 PROPOSER'S DETAILS

- 1.1 Please state full name of all corporations, partnerships or other entities to be insured, including all subsidiary companies and trading names (referred to collectively as the Proposer).

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- 1.2 Principal Address of Proposer (please provide a street address only).

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- 1.3 Address of all other locations (if any) from which the Proposer operates.

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- 1.4 Please provide the following details:

Registered Company name	
Country of registration	
Australian Business Number	
Date on which the business was first established	
Website address	

- 1.5 Please provide the following details for each of the Proposer's principals, partners or directors;

Name	Age	Qualifications	Date Qualified	Period Practicing

1.6 Has any principal, partner or a director been working in the relevant industry or occupation for less than 3 years?

Yes No

If Yes, please provide details of previous experience and a CV for each such individual.

1.7 Does the Proposer or any of its principals, partners or directors currently hold membership of any professional body or association?

Yes No If Yes, please provide details.

1.8 Is the Proposer or any of its principals, partners, directors or employees required to be licensed or registered under any government legislation or regulation?

Yes No If Yes;

a. Please provide details of each such licence or registration.

b. Are all such licences/ registrations current?

Yes No

c. Has the Proposer or any its principals, partners, directors or employees ever had any such licence or registration cancelled, suspended, revoked or made subject to special conditions?

Yes No If Yes, please provide details.

1.9 Please provide the current full time equivalent number of staff in the following categories (total for all entities in Q1.1 above);

Principals/ Partners/ Directors		Technical staff	
Managers		Clerical/Administration	
Qualified staff (other than above)		Other staff, please specify	

2 PROFESSIONAL ACTIVITIES

- 2.1 Please provide a general description of all professional and business activities. Please attach any brochures or promotional material that may provide greater clarity in respect of business and professional activities.

- 2.2 Based on the professional and business activities described in Q2.1, please provide a breakdown of gross fees/ revenue derived from each type of business activity for the last financial year.

Type of Business Activity	% of Gross Fees/ Revenue	% Sub-Contracted to others
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
TOTAL	100%	

- 2.3 Has the Proposer ever been involved in any project utilising design, technology or methods that could reasonably be regarded as new or innovative?

Yes No If Yes, please provide details.

- 2.4 Has there been any substantial change in the professional or business activities of the Proposer (as described in Q2.1 and Q2.2 above) in the last 2 years?

Yes No If Yes, please provide details.

2.5 Does the Proposer envisage any change in their professional or business activities, or the commencement of any major new operations during the next 12 months?

Yes No If Yes, please provide details.

2.6 Is the Proposer aware of any professional or business activity that has been conducted by the Proposer (or their predecessors in business) in the past that is no longer conducted by the Proposer?

Yes No If Yes, please provide the following details on a separate attachment.

- Type of business/ activity.
- Period during which such business/ activity was conducted.
- Approximate % of gross fees/ income derived from such business/ activity during applicable period.
- Reason for business/ activity being discontinued.

2.7 Has the Proposer ever traded under any name other than those declared in Q1.1 above?

Yes No If Yes, please provide the following details;

Previous Trading Name or Entity	Type of Profession/ Business	Period of Operation

2.8 Has the Proposer ever been involved in any merger or acquisition in the last 5 years?

Yes No

If Yes, please provide the details in respect of each merger or acquisition.

2.9 Does the Proposer or any of its principals, partners or directors currently hold a financial or managerial interest in any other entity or business not declared in Q1.1 above?

Yes No If Yes, please provide details.

2.10 Has the Proposer in the last 10 years held a financial or managerial interest in any other entity or business not declared in Q1.1 or Q2.7 above (or a predecessor in business of such entity or business)?

Yes No If Yes, please provide details.

2.11 Has the Proposer ever experienced any difficulties with cash flow, given consideration to potential insolvency or administration, or is there any reason to believe that the Proposer may experience financial distress during the policy period?

Yes No If Yes, please provide details.

2.12 Has the Proposer ever engaged in construction, installation, erection, fabrication or manufacturing of any description?

Yes No If Yes, please provide details of such activities including income derived from same.

2.13 Has the Proposer been involved in any form of joint venture in the last 10 years?

Yes No If Yes, please provide details of such activities including income derived from same.

3 PROFESSIONAL FEES AND OTHER INCOME

3.1 When does the Proposer's financial year end?

3.2 Please provide the Proposer's total gross fee income (professional fees):

(Note - Include income from joint ventures and fees attributable to consultants, sub-contractors, etc. but exclude reimbursable expenses.)

	Australia	Overseas
Current financial year (estimate):	\$	\$
Last financial year (actual):	\$	\$
Previous financial year (actual):	\$	\$

3.3 In respect of gross fees earned for the last financial year please provide a break-up by state.

NSW	Vic	Qld	SA	WA	Tas	ACT	NT	Overseas
%	%	%	%	%	%	%	%	%
TOTAL								100%

3.4 In respect of gross fees earned for the last financial year outside Australia (as declared in Q3.2), please provide a break-up by country.

Country	% of Gross Fees
	%
	%
	%
	%
	%

3.5 In respect of gross fees earned for the last financial year outside Australia (as declared in Q3.2), were any fees earned from contracts or agreements that are subject to foreign law?

Yes No

If Yes, please indicate the proportion or amount of such fees and the applicable jurisdictions/ countries.

3.6 Have the proportions of gross fees and/or the countries declared in Q3.4 and Q3.5 varied significantly over the last 3 years?

Yes No If Yes, please provide details.

3.7 What was the largest fee earned from a single client or contract last financial year?

(Note - Please identify client and/ or contract)

3.8 Has any single client or contract constituted more than 30% of the Proposer's gross fees in any one of the last 5 financial years?

Yes No If Yes, please provide details.

3.9 Please provide details of the 5 largest contracts or projects undertaken by the Proposer during the past 5 years:

Client	Type of Contract/ Project	Gross Fees	Date Commenced	Completed Yes/ No
		\$		
		\$		
		\$		
		\$		
		\$		

3.10 What is the average value of the Proposer's contracts?

\$

3.11 Are the contracts/ projects declared in Q3.9 consistent with the Proposer's normal business and professional activities as otherwise described in this proposal form?

Yes No

If No, please provide details in respect of the measures taken by the Proposer to ensure adequate expertise and resources are allocated to such projects.

4 RISK MANAGEMENT

4.1 Does the Proposer have in place any formal risk management, quality control and/ or compliance programmes and/ or procedures?

Yes No If Yes, when were such programmes and/ or procedures first established?

a. Please provide details of such programmes and/ or procedures and examples of and/ or extracts from relevant documentation (e.g. procedure manuals).

b. Are such programmes and/ or procedures subject to regular review?

Yes No If Yes, please provide details of the review process.

4.2 Does the Proposer have in-house legal counsel?

Yes No If No, please provide details of whom provides this function/ service:

4.3 Does the Proposer always confirm verbal reports in writing?

Yes No If No, please provide details of how verbal reports are substantiated:

4.4 Please describe by a separate attachment any formal procedures in place in respect of the following:

- a. **ISO or other third-party accreditation** for risk management programmes and/ or procedures utilised not described in Question 4.1 above.
- b. Provision of staff training in respect of the content and application of risk management programmes and/ or procedures?
- c. The identification and reporting of incidents or facts which may give rise to a professional indemnity claim.
- d. Processes in place to review methods, practices, procedures etc. with the intention of avoiding the re-occurrence of any past incidents or circumstances which may give rise to a professional liability claim?
- e. Peer review and/ or dual sign-off or approval procedures in respect of any aspect of the business or professional services provided by the Proposer.
- f. The identification and management of conflicts of interest (both corporate and personal).
- g. Where other locations of operation are noted in Q1.3 of this proposal, please provide details how the Proposer ensures compliance with all corporate policies and procedures at such locations.
- h. When were such procedures established, how regularly are they reviewed and by whom?

If such procedures are not in place, please advise how these exposures are managed.

5 CONTRACT MANAGEMENT

5.1 Does the Proposer have in place any formal procedures to evaluate and approve new clients, contracts and/ or tenders?

Yes No If Yes, when were such procedures first established?

Please provide details of such procedures and examples of any relevant documentation (e.g. approval forms).

5.2 Does the Proposer use a standard form of contract or terms of engagement?

Yes No If Yes,

a. Please provide a copy of the standard contract(s) or terms of engagement and describe the procedure to alter such standard contracts or terms of engagement.

b. Are all non-standard contracts or terms of engagement legally reviewed prior to signing to assess any additional liabilities that may be assumed by the Proposer under such contracts?

Yes No If Yes, please provide details of such procedures.

c. Please approximate the percentage of gross fees earned for the last financial year that was subject to the Proposer's standard form of contract or terms of engagement.

 %

5.3 Please describe by a separate attachment any applicable formal procedures, guidelines or due diligence processes that are in place when assessing the following contractual provisions or exposures:

- a. Does the Proposer limit its contractual liability with clients: Yes No
- b. Has the Proposer ever entered into hold-harmless agreements or otherwise waived any legal rights or entitlements which it may have against such consultants, sub-contractors or agents? Yes No
- c. Does the Proposer ever agree to contract out of proportionate liability? Yes No
- d. Does the Proposer ensure that the scope of professional services to be performed are always clearly stipulated in the contract or terms of engagement? Yes No

6 CONSULTANTS, SUB-CONTRACTORS AND JOINT VENTURES

6.1 Has the Proposer ever engaged consultants, sub-contractors or agents?

Yes No If Yes,

What percentage of gross fee income for the last financial year declared in Q3.2 was paid to such consultants, sub-contractors or agents?

	%
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6.3 If the answer to Q6.1 is Yes,

a. Does the Proposer have any formal procedures or guidelines in place regarding the selection and engagement of consultants, sub-contractors and/or agents?

Yes No

b. Has the Proposer always insisted that all consultants, sub-contractors and agents hold and maintain Professional Indemnity insurance?

Yes No If Yes, please provide details.

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c. Has the Proposer always used a standard form of contract with consultants, sub-contractors or agents?

Yes No If Yes, please provide a specimen copy of such contract(s).

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d. Where non-standard contracts are used, what procedures are in place to assess any additional liabilities that may be assumed by the Proposer under such contracts?

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6.4 Has the Proposer been involved in any form of joint venture in the last 10 years?

Yes No

If Yes, please provide the following details for each such joint venture on a separate attachment.

- Name of JV partner(s).
- Structure of JV including whether incorporated or unincorporated and % interest of each party.
- Details of allocation of liabilities between JV partners.
- Nature of project and/ or work conducted by JV.
- Nature of work conducted by Proposer within JV.
- Period of the JV and income earned from the JV by the Proposer.

7 CLAIMS HISTORY

7.1 After appropriate inquiry, has the Proposer, or any of their current or former principals, partners, directors or staff members, or any of the Proposer's predecessors, or any prior practice of any present or former partners, principals, or directors ever been subject to disciplinary proceedings or action for any kind for professional misconduct?

Yes No

If Yes; please provide full details of each matter, on a separate attachment if necessary.

7.2 After appropriate inquiry, has the Proposer, or any of their current or former principals, partners, directors or staff members, or any of the Proposer's predecessors, or any prior practice or business of any present or former partners, principals, or directors ever;

a. been subject to any claim made against them arising from any actual or alleged breach of professional duty, dishonesty or breach of any statutory provision?

Yes No

b. notified any circumstance to an insurer that may give rise to such a claim?

Yes No

If Yes to either (a) or (b) above, please provide full details for each matter, on a separate attachment if necessary.

7.3 Is the Proposer or any of its principals, partners or directors aware, after inquiry of all principals, partners, directors, managers and appropriate staff members, of any other facts or circumstances which may give rise to a claim of the type insured under this proposed policy of insurance (whether the Proposer considers themselves liable or otherwise)?

Yes No

If Yes, please provide full details for each matter, on a separate attachment if necessary.

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8 INSURANCE HISTORY AND REQUIREMENTS

8.1 Does the Proposer currently hold, or held in the past, a Professional Indemnity insurance policy?

Yes No If Yes, please provide the following details for the past 3 years;

Insurer/s	Expiry Date	Limit of Indemnity	Excess	Premium
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

8.2 Has the Proposer ever undertaken contracts for which a Specific Project Professional Indemnity insurance policy has been arranged?

Yes No If Yes, please provide the following details;

Name of Project	Date Completed/ Expected Completion	Limit of Indemnity	Expiry Date of Policy
		\$	
		\$	
		\$	

8.3 Has the Proposer ever had a Professional Indemnity insurance policy refused, cancelled or avoided, or had a renewal declined?

Yes No If Yes, please provide details.

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8.4 Has the Proposer ever had special terms or conditions imposed on a Professional Indemnity insurance policy by an insurer?

Yes No If Yes, please provide details.

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8.5 Has the Proposer ever had any entitlement to indemnity under any insurance policy denied or reduced due to non-disclosure, misrepresentation or breach of a policy condition?

Yes No If Yes, please provide details.

8.6 What Limit of Indemnity is required?

\$

(Note: Limit of Indemnity may be inclusive of costs and expenses.)

8.7 What Excess is the Proposer prepared to carry in respect of each and every claim?

\$

(Note: Excess may be inclusive of costs and expenses)

8.8 Does the Proposer require any of the following Optional Extension to the policy?

Please Note:

- If the Proposer requests an Optional Extensions, the Insurer is not obliged to offer it.
- Where an Optional Extension is offered an additional premium may apply.
- The below are comments are for descriptive purposes only.
- To fully understand the nature and extent of indemnity provided by any Optional Extension, please read the relevant clause in the applicable policy wording and/ or seek advice from your insurance broker.

Automatic Reinstatement – Does the Proposer require an extension providing for the automatic reinstatement of the Limit of Indemnity?

Yes

No

Contractual Liability – Does the Proposer require an extension to provide indemnity under a hold harmless provision, or other contractual indemnities, in a client's contract?

Yes

No

Third Party Liability – Does the Proposer require an extension to provide indemnity where the Proposer has waived or limited their rights of recovery or contribution against a third-party under a contract?

Yes

No

Fidelity – Does the Proposer require an extension to provide indemnity for the loss of funds arising from the dishonest or fraudulent conduct of an employee?

Yes

No

9 DECLARATION

This proposal form must be signed by at least one principal, partner or director of the Proposer (preferably the Managing Principal, Partner or Director).

The completion and/ or signing of this proposal form does not oblige the Proposer or any insurer to enter into a contract of insurance.

- I/we have made due inquiry of the Proposer and their principals, partners, directors, managers and appropriate staff members in respect of all questions in this proposal form and have the authority to sign this proposal form on their behalf.
- I/we acknowledge that I/we have read and understand the Important Notices in this proposal form.
- I/we declare that all statements and responses are true and accurate, and no fact or matter has been misstated, misrepresented or omitted.
- I/we agree that this proposal form and all additional information provided by me/us shall be incorporated into and shall form part of any contract of insurance.
- I/we acknowledge that until a contract of insurance is entered into, I/we must notify any material change to the facts and/ or matters disclosed in this proposal form.
- I/ we consent to:
 - the use of personal information about me/ us in accordance with the respective privacy policies of Chase; and
 - the disclosure of personal information in accordance with the respective privacy policies of Chase.
- If I/we have disclosed personal information about any other person, I/we confirm that I/ we are authorised to:
 - disclose to Chase such personal information and consent to its use in accordance with the respective privacy policies of Chase; and
 - the disclosure of such personal information in accordance with the respective privacy policies of Chase.

Signature:

Name of Authorised Signatory:

Title / Position:

Date:

Signature:

Name of Authorised Signatory:

Title / Position:

Date: