



## MISCELLANEOUS PROFESSIONAL INDEMNITY INSURANCE

### PROPOSAL FORM

This is a proposal form for insurance for pure financial loss only and does not cover claims in respect of bodily injury or property damage

This proposal must be typed, or completed in ink and signed and dated by such person (The Proposer or Insured) who must be of legal capacity and authorised by the Proposer to seek this insurance a quotation for and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation. Copies of the Proposal Forms should be retained for your own records

- ◆ Upon acceptance of the Underwriters' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Underwriters and the Proposer.
- ◆ The Insured has a duty to disclose to Underwriters, before the contract of insurance is entered into, every matter that is known to the Insured, being a matter that:
  - (a) the Insured knows to be a matter relevant to the decision of the Underwriters whether to accept the risk and, if so, on what terms; or
  - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the Policy.

Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

The Insured shall throughout the period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

- ◆ If the Insured (the person who signs this form) wishes the policy to be renewed then the insured must advise underwriters of all necessary information in good time.

(Where answers require YES / NO reply please circle the correct one)

**1. INSURED (inc. all subsidiary companies):**

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**2. COMPANY STRUCTURE: (Circle whichever is applicable)**

- |   |                      |   |                           |
|---|----------------------|---|---------------------------|
| ; | Sole Practitioner    | ; | Partnership               |
| ; | Incorporated Company | ; | Limited Liability Company |
| ; | Close Corporation    | ; | Other                     |

If "Other" please give full details. N.B. If sole practitioner, please give details of arrangements for conduct of insured in leave of absence of Principal, etc.

ACN \_\_\_\_\_ ABN \_\_\_\_\_

If you have ever changed your name or merged with another firm or changed your business or been purchased by another entity please supply details on a separate piece of paper.

If any principal is associated with any other company or legal entity please supply details on a separate piece of paper.

**3. DATE ENTITY ESTABLISHED OR INCORPORATED:**

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**4. PRINCIPAL ADDRESS OF INSURED. STATE THE NUMBER OF SUBSIDIARY OFFICES.**

		Subsidiary offices
<u>State:</u>	<u>Postcode:</u>	

**5.1 NAMES AND QUALIFICATIONS OF PRINCIPALS. IF NO QUALIFICATIONS PLEASE STATE PREVIOUS YEARS EXPERIENCE IN THIS FIELD.**

NAME	QUALIFICATIONS	DATE QUALIFIED	HOW LONG A PRINCIPAL	
			THIS FIRM	PREVIOUS FIRM

If insufficient space please attach a separate list.

**5.2 PLEASE STATE YOUR TOTAL NUMBER OF STAFF**

Employees	Number
1) Principals / directors	
2) Professionally qualified staff	
3) Other technical staff	
4) Non technical staff	
5) Clerical	
<b>Total</b>	

**6. WHAT IS YOUR BUSINESS? (PLEASE STATE CLEARLY ALL AREAS OF YOUR BUSINESS AND THE APPROPRIATE PERCENTAGE OF EACH ACTIVITY)**

- i \_\_\_\_\_ %
- ii \_\_\_\_\_ %
- iii \_\_\_\_\_ %
- iv \_\_\_\_\_ %

**OTHER ACTIVITIES:** \_\_\_\_\_ %

100 %

**7. DO YOU BELONG TO AN INDUSTRY BODY OR ASSOCIATION? YES NO.**  
**IF YES PLEASE PROVIDE DETAILS**

\_\_\_\_\_

8. **IN THE COURSE OF YOUR BUSINESS DO YOU EVER PRODUCE VERBAL REPORTS OR ADVICE WITHOUT CONFIRMING SUCH ADVICE IN WRITING?**

YES NO

Please state percentage % YES NO

If YES how do you verify or confirm your advice?

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9. **PLEASE PROVIDE A BREAKDOWN OF YOUR FEE INCOME.**

a.	Previous Financial Year End	DATE	_____
	Actual Gross Fees.	\$	_____
b.	Current Financial Year End	DATE	_____
	Actual Gross Fees or nearest estimate	\$	_____
c.	Future Financial Year End	DATE	_____
	Estimated Gross Fees or nearest estimate	\$	_____

10. **DOES ANY CONTRACT OR CLIENT REPRESENT MORE THAN 25% OF YOUR FEE INCOME?**

YES NO

If YES please provide details.

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11. **DO YOU EMPLOY SUBCONTRACTORS OR AGENTS?** YES NO

If YES do you ensure that they have their own professional indemnity insurance? YES NO

12. **DO YOU EVER AGREE TO WAIVE YOUR LEGAL RIGHTS OR ENTER INTO HOLD HARMLESS ARRANGEMENTS WITH ANY SUBCONTRACTOR OR AGENT?**

YES NO

If YES please provide details of any such arrangements including copies of documents where you have entered into these agreements.

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13. **HAS THERE BEEN OR WILL THERE BE A SUBSTANTIAL CHANGE IN YOUR ACTIVITIES IN THE FORSEEABLE FUTURE?**

YES NO

14. DO YOU WORK OUTSIDE OF AUSTRALIA? IF SO PLEASE INDICATE THOSE COUNTRIES WHERE YOU OPERATE.

COUNTRY	% OF BUSINESS IN THIS TERRITORY

15. WHAT PROPORTION OF YOUR INCOME IS DERIVED FROM THE FOLLOWING STATES

VIC	NSW	QLD	SA	WA	NT	TAS	ACT	OTHER	TOTAL
%	%	%	%	%	%	%	%	%	100%

16. HAS ANY PERSON WITHIN THE INSURED BEEN SUBJECT TO EXTERNAL DISCIPLINARY PROCEEDINGS OR OTHER PROCEEDINGS?

YES NO

IF YES PLEASE PROVIDE DETAILS AND ANY AWARDS OR PAYMENTS MADE.

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## INSURANCE HISTORY.

### Claims

17. PLEASE GIVE FULL DETAILS OF ALL PROFESSIONAL INDEMNITY CLAIMS IN THE LAST FIVE YEARS (PLEASE INDICATE CURRENCY USED), AND ADVISE THE TOTAL FOR EACH YEAR.

IF YOU NEED MORE SPACE TO COMPLETE THE DETAILS PLEASE DO SO ON A SEPARATE PIECE OF PAPER.

YEAR	PAID	OUT STANDING	TOTAL INCURRED	BRIEF DESCRIPTION
Year 5	\$	\$	\$	
Year 4	\$	\$	\$	
Year 3	\$	\$	\$	
Year 2	\$	\$	\$	
Present year	\$	\$	\$	

Please give full details of any claim (paid or outstanding) within the last 10 years that exceeds A\$ 50,000. This should be completed on a separate piece of paper.

18. AFTER MAKING APPROPRIATE ENQUIRIES, ARE THERE ANY OTHER FACTS OR CIRCUMSTANCES OF WHICH YOU OR ANY OTHER PARTNER OR PRINCIPAL ARE AWARE WHICH MAY EFFECT UNDERWRITERS ASSESSMENT OF THE RISK?

YES NO


If "YES" please give full details

**PREVIOUS INSURANCE HISTORY**

19. HAVE YOU PREVIOUSLY HAD A PROFESSIONAL INDEMNITY INSURANCE POLICY?

YES NO

IF YES PLEASE PROVIDE THE FOLLOWING:

Date of policy inception	From:	To:
Limit of indemnity	\$	Any one claim
Excess (each claim)	\$	

Aggregate Liability	\$
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20. HAS ANY POLICY EVER BEEN DECLINED OR HAD SPECIAL CONDITIONS IMPOSED UPON IT? IF SO PLEASE PROVIDE DETAILS.


**WHAT COVER DO YOU REQUIRE?**

Limit of Indemnity	\$	Any one Claim
Excess	\$	Each and every claim

Aggregate Liability	\$
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**IMPORTANT NOTES:****Excess –**

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against you including defence costs. We will let you know when the excess is payable.

**Your Legal Liability –**

The financial risk of court awards through litigation is ever increasing and we recommend that you select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability.

**Waiver of Rights –**

If you have entered into an agreement with another party, which prevents your insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future, please advise Your Broker in writing so we may notify the Insurer.

**Your Duty of Disclosure –** Before you enter into an insurance policy, it is your duty to disclose every matter that you know, or could reasonably be expected to know, to be relevant to the insurance company's decision whether to give you insurance cover and, if so, on what terms.

**Consequences of Non-Disclosure or Misrepresentation –**

If you breach your duty of disclosure; the insurer(s) may be able to refuse to pay a claim or to cancel your policy. The same applies where you have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the insurance company may be able to 'avoid' your policy. This means that the insurance company can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect your ability to obtain other insurance in the future.

If you are unsure whether some information may be disclosed or not we suggest you call your insurance broker and seek guidance.

**Binder Agreement –**

This insurance will be effected under a binder agreement, which authority gives Insurance House authority to enter into insurance contracts and/or settle claims as agent of the insurer(s). Insurance House is acting as an agent of Insurers and not as your agent.

**Privacy -**

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure this risk. We only provide your personal information to our insurer(s) and reinsurers (and their representatives) and those we appoint to assist us with underwriting and claims under your policy(ies). We do not trade, rent or sell your information. Some or all of the insurer(s) and reinsurers may be overseas.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the information we hold about you at any time.

For more information about our Privacy Policy, ask us for a copy.

**Professional Risk Underwriting Trading as a Division of Insurance House Pty Ltd Tel: 03 5852 1199, Fax: 03 5852 1653 Email: enquiries at prorisk.com.au**

**DECLARATION – YOUR DUTY OF DISCLOSURE****I confirm that:**

I am authorised on behalf of the insured(s) to sign this proposal.

I understand that the duty of disclosure applies to all insured(s). The answers are provided on behalf of all persons/entities comprising the insured(s).

I understand the questions in the proposal.

Whilst some or all of the answers to the questions may not be checked by me I certify they are correct to the best of my knowledge and belief.

**AUTHORISED SIGNATORY:**

DATE:

NAME:

POSITION:

**BROKER DETAILS:**

BROKER NAME:

BROKER ADDRESS:

EMAIL ADDRESS:

TELEPHONE NO:

FAX NO:

## CANCELLATION CHARGES

If we have to cancel the policy due to non-payment of the premium we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts.

Within 1 month of inception:	25% of the quoted premium
Within 2 months of inception:	35% of the quoted premium
Within 3 months of inception:	45% of the quoted premium

Thereafter at terms to be agreed with underwriters.

Please note that in the event of a mid-term cancellation request, we shall require a copy of the written notification evidencing the request. In the case of joint or multiple insureds the person notifying cancellation will need to have the required authority.