



## "CLAIMS MADE" PROFESSIONAL INDEMNITY INSURANCE PROPOSAL

This insurance cover is based upon representations given to us by you. Should any particulars have changed or be incorrect you must notify us immediately. We reserve the right to revise or withdraw this quotation at any time subject to any changes in the underwriting or claims information provided. Some of the key factors that may influence your premium are nature of risk, limit of cover required, claims history and occupation.

### PERIOD OF INSURANCE

at 4.00pm to

Day

Month

Year

at 4.00pm

Day

Month

Year

### POLICY NO.:

Quote No.:

Cover Note No.:

Client No.:

### Important Notices

#### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, 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 any 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 its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

#### Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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 PROVISIONS

Your attention is drawn to the fact that this policy provides cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the

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ACN 059 310 904

period of insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clauses relating to a "retroactive date". This policy does not cover claims made against you arising out of or in any way connected with any act, error, omission, circumstances or event occurring or committed or alleged to have been committed prior to the retroactive date stated in the policy.

You should also note that, in terms of the provisions of section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the insurer of facts that might give rise to claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the insurer without delay after such incidents come to your attention and prior to the expiration of the Period of Insurance.

### **Change of Risk or Circumstances**

You should advise Winsure Insurance Group as soon as practicable of any material change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.

### **Retroactive Date**

The proposed insurance may be limited by a retroactive date. If so, the Policy does not cover any claims or facts/circumstances arising from any act, error or omission or conduct prior to such retroactive date.

### **Subrogation**

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the policy that you will not seek to recover such loss or damage from that person, the Company will not cover you, to the extent permitted by law, for such loss or damage.

## **Privacy Statement**

Winsure Insurance Group is committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

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 personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information 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.

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

## **Instructions to the Proposer**

This proposal is to be completed by a director, partner, principal or an authorized officer of the Insured, as the answers to the following questions will determine the acceptance or declinature of coverage proposed. There is a duty on you as the proposing Insured to answer all questions accurately and fully as all statements shall form the basis of, and be incorporated into any contract of insurance which may be issued by the Company.

Please answer all the questions fully. If there is insufficient spaces please provide further details on your letterhead. If a particular question is not applicable to you and/or your business please mark that question as not applicable "N/A".

Please attach the following to assist your proposal for insurance: (1) brochures, pamphlets, advertisements or other descriptive literature of your operations and/or services; (2) financial statement and/or annual report; and (3) copies of standard contract(s) with clients, if applicable.

|   |           |             |  |
|---|-----------|-------------|--|
| Name of Firm,<br>Partnership or<br>individual in full<br><i>(inc. all subsidiary companies)</i> |           |             |  |
| Address   |           |             |  |
|   |           |             |  |
| Phone & Fax No.s  | EMAIL     | BUSINESS PH |  |
|   | FACSIMILE | MOBILE      |  |

Please state the date of establishment/commencement

**Directors, Partners & Principals**

| NAMES OF ALL DIRECTORS, PARTNERS OR PRINCIPALS | QUALIFICATIONS & YEAR OBTAINED | HOW LONG A DIRECTOR, PARTNER OR PRINCIPAL? |
|--|--------------------------------|--|
|  |                                |  |
|  |                                |  |
|  |                                |  |
|  |                                |  |
|  |                                |  |

**Professionally Qualified Staff**

| NAMES OF ALL PROFESSIONALLY QUALIFIED STAFF | QUALIFICATIONS & YEAR OBTAINED | LENGTH OF TIME EMPLOYED BY PROPOSER |
|---|--------------------------------|-------------------------------------|
|   |                                |                                     |
|   |                                |                                     |
|   |                                |                                     |
|   |                                |                                     |
|   |                                |                                     |

**A. Income**

A1. Gross Income / Fees last 12 months?

Gross Income \$ \_\_\_\_\_ Fees \$ \_\_\_\_\_

Estimated Gross Income / Fees next 12 months?

Gross Income \$ \_\_\_\_\_ Fees \$ \_\_\_\_\_

A2. Please state where the income will come from in geographical terms:

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A3. Who were the firms 5 largest clients in terms of income to the Firm for the last three years?

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**B. Describe Activities**

B1. Please give a full description of your Activities, including the percentage split each Activity represents of the overall gross income/fees:

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B2. Are you involved in any process of manufacture, construction, repair, Alteration, installation, sale or supply of products other than in a pure consultant capacity as described above?

Yes  No  If "YES" please provide full details:

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B3. Do You use sub-contractors?

Yes  No

If "YES", what steps do You take to check that sub-contractors employed by You hold adequate PI insurance? Please provide details of:

What limit you require them to carry: \$ \_\_\_\_\_

What percentage of your fees is paid to sub-contractors? \_\_\_\_\_%

Please provide full details including the type of work sub-contracted:

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B4. During the past 6 years, did you operate under a different name, or has any other business been purchased or any merger or consolidation taken place?

Yes  No

If "YES", please supply details, including the names of the individuals or firms involved and the date the activity occurred and the date of variation:

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**C. Cover/Scope**

C1. Amount of indemnity required:

Please select the required limit for Professional Indemnity insurance.

\$ 1,000,000  \$ 2,000,000  \$ 5,000,000  \$10,000,000

C2. a) Does the company currently carry professional indemnity insurance (PI)?  YES  NO

b) If the answer to (a) is "NO", has the company ever been so insured?

ii) Professional indemnity insurance (PI)?  YES  NO

c) If the answer to (a) or (b) is "YES", please supply the following:

i) Amount of cover \$ \_\_\_\_\_

ii) Premium: \$ \_\_\_\_\_

iii) When lapsed or expiry date: \_\_\_\_\_

iv) Name of Insurer: \_\_\_\_\_

v) Retroactive Date: \_\_\_\_\_

Attach a copy of your most recent policy if possible.

**C3. EXTENSIONS**

Do You require insurance for:

| <b>Trade Practices Act</b>                       | <b>Yes</b> | <input type="checkbox"/> | <b>No</b> | <input type="checkbox"/> |
|--|------------|--------------------------|-----------|--------------------------|
| Infringement of Copyright                        | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Infringement of any intellectual property rights | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Libel, slander, defamation or passing off        | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Breach of confidentiality                        | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Fraud, malice or dishonesty of an Employee       | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Loss of Documents                                | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| Sub-Contractor, Consultant or Agent              | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |

C4. List any recognised Associations of which you are a Member:

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**C5. YOUR PREVIOUS HISTORY**

This section MUST be completed in full, AFTER ENQUIRY, of all Principals, Partners and Directors of the Firm.

As far as is known, has the Firm or Predecessors in Business or any Principal, Partner or Director of the Firm ever:

**Been declined for similar insurance or ever had a similar insurance cancelled?**      Yes       No

Had any Insurer decline any claims submitted?      Yes       No

Had any Insurer decline any Proposals submitted?      Yes       No

Ever been bankrupt?      Yes       No

Been convicted of or charged with any civil or criminal offence?      Yes       No

If you answered "Yes", to any of the above, please provide full details *(if insufficient room continue on a separate sheet)*

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**D. Insurance Declaration and Claims History**

**D1. Have you or any other parties noted as the insured ever had insurance refused or cancelled or has any insurance company ever imposed special terms, conditions or restrictions on your policies?**

Yes       No

If "yes", please provide full details *(if insufficient room continue on a separate sheet)*

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**D2. Please detail all insurance claims or threats of action made against the Firm or any Predecessors in Business or any Principal, Partner or Director during the last five years that fall within the scope of this type of insurance. Please include dates and amounts (including amounts paid in damages and costs separately) for all claims. *(if insufficient room continue on a separate sheet)*.**

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**D3. Is the Firm or any Predecessors in Business or any Principal, Partner or Director aware, AFTER ENQUIRY of any circumstances which may give rise to a claims or have any reason to suspect that a claim might be made against them that would fall within the scope of the proposed insurance?**

Yes

No

**If YES, please provide full details:**

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**Privacy Statement**

The Company is committed to protecting your privacy. The Company only use the personal information you provide to the Company to quote on and insure your risks. The Company only provide personal information to

their underwriters and reinsurers (and their representatives) and those we appoint to assist the Company with claims under your policy. The Company will not trade, rent or sell your information.

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

If you provide the Company with personal information about anyone else, the Company relies on you to have told them that you will provide their information to the Company, to whom the Company may provide it, the purposes for which the Company will use it and that they can access it. If the information is sensitive, the Company relies on you to have obtained their consent on these matters.

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

**Role of Winsure Insurance Group**

In arranging this insurance, Winsure Insurance Group is acting under an authority given to it by the Company, and is acting as the Companies agent and not as your agent.

**Your Insurer:** Certain underwriters at Lloyd's

**Acknowledgement**

We acknowledge that we have read and understand the **Important Notices** contained in this application.

We agree that this proposal, together with any other information or documents supplied, shall form the basis of any contract of insurance.

We acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued or as otherwise specifically varied in writing by the Company.

We declare after enquiry that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.

We undertake to inform the Company of any material alteration to those facts before completion of the contract of insurance.

Dated.....

Signature.....