

Professional Indemnity Insurance Proposal Form

Important Facts Relating To This Proposal Form

You should read the following advice before proceeding to complete this proposal form

1. 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 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 his 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 its liability under the contract in respect of a claim, refuse to pay the 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.

2. Claims Made and Notified Basis of Coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

- a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:
- b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to policy's period of cover has expired. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below;

"S40(3) Where the insured gave notice in writing to the insurer of *facts* that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those *facts* but before the insurance cover provided by the contract expired, 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."

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

3. Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

4. Privacy Statement

The Privacy Act 1988 (as amended) now applies and requires us to inform you that:

Purpose of collection

We collect personal information (*this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person*) for the purposes of: providing insurance services to you, including to evaluate your application, to evaluate any request for a change to any insurance provided; to provide, administer and manage the insurance services following acceptance of an application; to investigate and, if covered, manage claims made in relation to any insurance you have with us or other companies within the same group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure

We may disclose your personal information (and receive some personal information from), when necessary and in connection with the purposes listed above, to other companies within the same group, your insurance broker or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover.

Access

You can request access to the personal information by contacting a Brooklyn Underwriting Pty Limited office at the address shown on the last page of this proposal form.

Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to Proposer in this Proposal Form means:
 - the entity and all subsidiary entities for whom cover is required
 - the past and/or present employees or principals of the entity; and
 - the directors of the entity and all subsidiary entities for whom cover is required.
4. Reference to "North America" in this Proposal Form means the USA and Canada and their respective territories and possessions.

Key Factors

These questions reflect the key factors that are taken into account when determining your premium.

Brooklyn Underwriting Professional Indemnity Proposal Form

1. Name of Proposer (include all subsidiary companies for whom cover is required; provide an organisational chart with your submission and detailing of shareholding ownership of each subsidiary):

2. Telephone Number Fax Number
 Email address Web site address

3. Address of Principal Office

4. Address(es) of Branch Office(s)

5. Date Proposer commenced trading
 If the business is less than five years old then please attach details of the principals', directors' or partners' relevant experience or resumés.

6. Details of Staff

Partners/ Principals/Directors	
Professionally qualified staff	
Other technical staff (i.e CFO, COO)	
Sub – Contractors engaged (in a professional capacity)	
Trainee staff	
Clerical staff – typists, receptionists etc	
Total incl. Partners/Principals/Directors and staff	

Yes No

8. Has the Proposer been involved in any mergers or acquisitions in the last five years?
 If yes, please provide details

9. Has the Proposer been involved in any joint ventures in the last five years? Yes No
 If yes, please provide details

10. Please state gross fees payable by clients.

Location	Previous financial year	Current financial year	Forthcoming financial year
a) in Australia	\$	\$	\$
b) elsewhere (excluding North America)	\$	\$	\$
c) in North America (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	\$	\$	\$
Total of a), b) and c) above	\$	\$	\$

11. Please give FULL details of all professional services performed by the Proposer and the corresponding fees derived from such services in the "Previous Financial Year"; *Fees for professional services, are considered fees derived for any consulting, advice, design or specification provided to third parties.*

Professional Services	Fees Received
a)	
b)	
c)	
d)	
e)	
f)	
g)	
Total:	

12. Has the Proposer been engaged in or likely to start engaging in any other professional service or activity other than described above? Yes No

If yes, please provide details

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13. Please disclose Professional Fees derived via engagement of **sub – contractors** as follows:

Previous financial year	Current financial year	Forthcoming financial year
\$	\$	\$

14. Please disclose the following information for each sub - contractor that is required to be named on your policy.

Insured name (Legal Entity Name) of sub – contractor and ABN	What are the fees derived from the sub – contract in respect of professional services performed on behalf of the Proposer?	Does the sub – contractor maintain their own professional indemnity policy?
	\$	
	\$	
	\$	
	\$	

15. Does the Proposer have any formal procedures or guidelines in place regarding the engagement of consultants, sub-contractors and/or agents? Yes No

If yes, please provide details

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16. 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

If yes, please provide details

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17. Has the Proposer always used a standard form of contract with consultants, sub-contractors or agents? Yes No

If yes, please provide details

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18. Is the Proposer a member of a professional association? Yes No

If yes, please provide details

19. Has the Proposer any other Professional Indemnity Insurance in force? Yes No

If yes state:

Name of Insurer.....Policy Number.....

Renewal Date.....Limit of Indemnity..... Retroactive Date.....

20. Has any insurer, in respect of the risks to which this proposal relates, ever:

a) declined a proposal, refused renewal or terminated an insurance? Yes No

b) required an increased premium or imposed special conditions? Yes No

c) declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes No

If yes in either case, please give details

21. Are you or any fellow Director, Partner, Principal or Employee aware of any complaints or any contract dispute alleging non-performance of your product or service?

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22. a) Has any claim been made against the Proposer or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates? Yes No

b) Has the Proposer or any principal/partner/director/ consultant or employee incurred any other loss or expense which might be within the terms of cover? Yes No

If yes in either case, please give details

Date of Claim or loss	Brief details of each Claim or loss	Cost (if any) of Claim paid or loss incurred	Estimated outstanding loss
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

23. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

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24. Is any principal, director, partner, consultant or employee, **after enquiry**, aware of any circumstances which might:

- | | | |
|--|------------------------------|-----------------------------|
| a) give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) result in Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants, employees, or principals incurring any losses or expenses which might be within the terms of this cover? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) otherwise affect the Company's consideration of this Insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If yes to any, please give details, including maximum potential cost (by separate note of preferred)

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It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage

24. Please state Limit of Indemnity required under this insurance

- | | | | |
|--------------|--------------------------|--------------|--------------------------|
| \$1,000,000 | <input type="checkbox"/> | \$10,000,000 | <input type="checkbox"/> |
| \$2,000,000 | <input type="checkbox"/> | \$20,000,000 | <input type="checkbox"/> |
| \$5,000,000 | <input type="checkbox"/> | | |
| Other amount | | \$..... | |

25. Please state Excess required (an Excess will be compulsory)

- | | | | |
|--------------|--------------------------|----------|--------------------------|
| \$1,000 | <input type="checkbox"/> | \$2,500 | <input type="checkbox"/> |
| \$5,000 | <input type="checkbox"/> | \$10,000 | <input type="checkbox"/> |
| Other amount | | \$..... | |

Stamp Duty Declaration

Please provide a percentage breakdown by fee income by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S

DECLARATION

I/We the undersigned duly authorised person(s) declare that:

- i. I am/we are authorised by each of the Proposers to sign this Proposal Form; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Proposal Form has been withheld; and
- iv. I/we have read the **important facts** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
- v. I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- vi. I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- viii. I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance.

Signed

Name of Partner(s) or Director(s)

On Behalf of* * Insert Name of Firm

Date