

**Resources Professionals  
Combined Legal Liability  
Proposal Form**

## Resources Professionals Combined Legal Liability Proposal Form

Brooklyn Underwriting Pty Limited (ABN 11 123 406 922) (ARN 311687), an Authorised Representative of General Security Australia Insurance Brokers Pty Limited (ABN 34 087 437 196) arranges the insurance. Certain Underwriters at Lloyd's issue this the insurance.

### Important Facts Relating to this Proposal Form

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

### Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have 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.

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 this business, ought to know;
- As to which compliance with your duty is waived by the insurer.

### Claims Made and Notified Basis of Coverage

The professional Indemnity Insurance Policy is issued on a 'Claims made and notified' basis.

- 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 relieved of liability under the contract in respect of the claim when 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 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.

### Retroactive Date

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.

### 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.

### Privacy Statement

The Privacy Act 1988 (Cth) requires us to inform you that:

### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- protecting your personal information from unauthorised access;
- establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- setting up, issuing, administering and managing the insurance following acceptance of an application;
- assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us
- understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

### Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research organisations;
- intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- accounting or finance specialists;
- government, law enforcement or statutory bodies;
- other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- hospitals, medical and health professionals;
- legal and other professional advisers;
- printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- imaging and document management services.

**Disclosure overseas**

There are also instances where we may have to send your personal information overseas or collect personal

information from overseas. These instances include:

- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

**Access**

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay.

For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

**Contact**

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

**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 the 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 director of the entity and all subsidiary entities for whom cover is required.

**PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES**

1. Name of Proposer and ABN (include all subsidiary companies, trading names & trustees for whom cover is required)

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2. Telephone Number: ..... Fax Number: .....

Email Address .....

Website Address .....

3. Address of Principal Office .....

Suburb:.....State:.....Postcode: .....

4. Total Number of Principals and Staff:

Position	Totals
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	
<b>TOTAL STAFF</b>	

Qualifications of Partners / Principals / Directors:

Name	Age	Qualifications	Years Practising		Name of Previous Entity
			Current	Previous	

5. Date Proposer commenced business operations: .....

6. Please state the fee income derived from your Professional Services within Australia:

Professional Services	Past 12 months	Next 12 months
	\$	\$
	\$	\$
	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>

Please refer to Question 16 for precise details

7. Stamp Duty Declaration – Please provide a breakdown of percentages in fee income by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/S
%	%	%	%	%	%	%	%	%

8. Is the Proposer (incl Partners, Principals, Directors) a member of a professional association?  Yes  No

If "Yes," please provide details

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9. Has the Proposer (incl Partners, Principals, Directors) engaged any Sub-Contractors to provide the services listed in Question 6 above?  Yes  No

If "Yes," please provide details

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Types	Activities	Estimated Annuals Payments
Sub-Contractor		
Contractor		
Labour Hire		

10. Does the Proposer (incl Partners, Principals, Directors) have formal procedures and/or guidelines in place regarding the engagement of any Sub-Contractors to provide the services listed in Question 6 above?  Yes  No

*If "Yes," please provide details*

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11. Does the Proposer (incl Partners, Principals, Directors) require all sub-contractors to carry their own Professional Indemnity and/or Public Liability and/or Workers Compensations Insurances?  Yes  No

*If "Yes," please provide details*

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12. Please provide a description of the 5 largest typical assignments, projects, contracts completed over the last 3 years per the details required in the table below:

Project / Client Name	Purpose	Services or Product Supplied	Revenue / Fees Generated

**PROFESSIONAL INDEMNITY – SECTION 1**

13. Does the Proposer have other Professional Indemnity Policy in force?  Yes  No

*If "Yes," please provide the following details*

Name of Insurer ..... Renewal Date .....

14. Please state Limit of Indemnity required under this insurance:  
 \$1,000,000       \$2,000,000       \$5,000,000       Other \$ .....

15. Please detail the approximate percentage of the Proposer's fee income derived from the following Professional Services:

Engineers	% of Activity	Architects	% of Activity
Acoustic		Architecture	
Chemical		Drafting	
Civil works		Interior Design	
Drafting		Landscape Architecture	
Electrical		Project/Construction Management	
Environmental		Town Planning	
Geotechnical		<b>Surveying</b>	
Heating, Ventilation, Air-Conditioning		Building	
Hydraulic		Land	
Industrial		Quantity	
Marine		Aerial, Topographical, Hydrographic	
Materials		Geodynamic	
Mechanical		<b>Sciences</b>	
Mining		Geologists	
Plumbing		Geochemist	
Pollution Control		Mineralogist	
Project / Construction Management		Metallurgists	
Sewerage		<b>Mining Services</b>	
Software and systems		Environmental Investigation and audit (no design)	
Structural		Inspector	
Watercourses and flows		Management Consultancy and Business Strategists	
<b>Others (Please List)</b>		Occupational Health and Safety Consultants	
		Quality Assurance Consultants and/or Quality Surveyors	
		Recruitment/Personnel Consultants	
		Research Assistants	
		Risk and Hazard Assessments	
<b>TOTALS</b>		<b>TOTALS</b>	

16. Please detail the approximate percentage of the Proposer's fee income derived from the following specific activities:

Activity	% of Activity
Bridges (more than 8m)	
Bridges (up to 8m)	
Commercial	
Computing, Modelling, Research	
Dams - greater than 6 metres in depth	
Dams - less than 6 metres in depth	
Environmental Appraisal/Impact Assessment	
Feasibility Studies, investigations, reports	
Foundations & Underpinnings	
Harbours & jetties (excl Hydrographic Surveys)	
High Rise (more than 10 floors)	
High Rise (more than 3 floors)	
Large Industrial	
Low Rise (up to 3 floors)	
Mechanical Plant and Bulk Handling Equipment	
Mining - above ground or open cut	
Mining - Below Ground	
Modular Buildings	
Nathers Energy Rating	
Oil & Gas/Petrochemicals/Refineries	
Pipelines	
Project Management/Construction Management	
Railways	
Residential Dwellings	
Roads	
Schools/Aged Care Facilities/Institutional and Public Buildings	
Sewerage/Water Systems	
Small Industrial	
Town Planning	
Tunnels	
Waste Disposal, Treatment or Management	
<b>TOTALS</b>	

OTHERS.....  
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17. Does the Proposer conduct any of the above activities away from their Principal Office?  Yes  No

If yes, please provide details

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18. Does the Proposer (including any Sub-Contractors or consultants and the like) conduct any hands-on manual labour as part of the Proposers Professional Business services?  Yes  No

If yes, please provide details

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**PUBLIC AND PRODUCTS LIABILITY - SECTION 2**

**19. Public and Products Liability – Optional Separate Section**

**Important Note:**

Please note that this optional extension for public and products liability is offered on an “occurrence basis”. This means that the Policy responds to Claims that occur during the policy period.

(a) Do you require a quote for public and products liability?  Yes  No \_\_\_\_\_

If yes, Please answer the following:

(i) Indicate the limit of indemnity required.

- \$5,000,000
- \$10,000,000
- \$20,000,000

20. Does the Proposer, its staff and/or contract personnel perform any work underground?  Yes  No

If yes, please provide details

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21. Does the Proposer, its staff and/or contract personnel perform any work or advice involving ‘hot-works’ (i.e. welding) and/or mining blasting activities?  Yes  No

If yes, please provide details

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22. Does the Proposer, its staff and/or contract personnel perform any work or advice involving waste management, storage, disposal and/or clean-up activities?  Yes  No

If yes, please provide details

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23. Does the Proposer have detailed quality control and environmental protection procedures in place?  Yes  No

If yes, please provide details

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**CLAIMS & CIRCUMSTANCE DETAILS**

24. 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 attach separate sheet providing full details including what action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss.**

25. 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  No
- 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  No
- c) Otherwise affect the Company’s consideration of this insurance?  Yes  No

*If ‘yes’ in any case, please attach separate sheet providing full details.*

**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**

**GENERAL INSURANCE INFORMATION**

26. Has any insurer, in respect of the risks to which this proposal relates, ever:
- a) declined a proposal, refused renewal or terminated any insurance?  Yes  No
- b) 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 provide details:*

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**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 statement 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 t necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- v. I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- vi. I / we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- vii. 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.

Signature: ..... Date: ...../...../.....

Name of Partner(s) or Director(s): .....

On Behalf of: ..... \* Insert Name of Firm