

## About Brooklyn

XL Insurance Company SE , Australia branch, trading as Brooklyn Underwriting, ABN 36 083 570 441 (Brooklyn) is a leading Australian Underwriting Agency. In all respects, Brooklyn acts as an agent of the Insurer and not for You.

Contact details for Brooklyn are:-

**Angel Place, Level 28,  
123 Pitt Street, Sydney NSW 2000  
t: (02) 8270 1790  
w: [www.brooklynunderwriting.com.au](http://www.brooklynunderwriting.com.au)**

## About the Insurer

This insurance is underwritten by Brooklyn for and on behalf of XL Insurance Company SE, Australia branch (the Insurer) in accordance with the Binding Authority Agreement between the two parties. The Insurer is an APRA-authorized insurance company that enables our partners to provide innovative, tailor-made solutions to their clients.

Listed below are the Insurer's current Insurer Financial Strength Ratings:

AM Best	A+
Standard & Poor's	AA
Fitch Ratings	AA
Moody's	Aa3

## Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

It is important that all information provided in support of Your application for insurance is understood by You and is correct, as You will be bound by Your answers and by the information provided by You. If You do not understand any part of this notice, You should obtain independent advice.

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

## Non-Disclosure

If You:

- (i) failed to disclose any matter which You were under a duty to disclose to the Us, or
- (ii) made a misrepresentation to the Us before this Policy was entered into and if We would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation then -
- (a) Our liability in respect of any claim will be reduced to an amount to place Us in the same position in which We would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
- (b) if the non-disclosure or misrepresentation was fraudulent, We may avoid this Policy.

## Privacy Statement

Brooklyn collects personal information in order to provide its various services which include insurance broking, claims management, risk management consultancy, underwriting management, and reinsurance.

If the personal information Brooklyn requests from You is not provided, Brooklyn or any involved third party may not be able to provide the appropriate services.

Brooklyn discloses personal information to third parties who are involved in the provision of Our services. For example, in arranging and managing Your insurance needs Brooklyn may provide information (including sensitive information such as health information) to insurers, reinsurers, other insurance intermediaries, it's advisors such as loss adjustors, lawyers and accountants, and other parties involved in the claims handling process.

By submitting Your Proposal and continuing to deal with Us, You confirm on Your behalf and/or on behalf of those You represent consent to Brooklyn and these parties collecting, using and disclosing personal and sensitive information about You.

Brooklyn has a duty to maintain the confidentiality of its client's affairs which includes their personal information. Our duty of confidentiality applies except where disclosure of Your personal information is with Your consent or required by law.

Brooklyn may make use of Your personal information to provide You with information about its products and services. Simply contact the Brooklyn Privacy Officer on the details below if You would like to:

- Access the personal information Brooklyn holds about You
- Update or correct the information Brooklyn holds about You
- Discuss Your privacy concerns
- Be removed from the mailing list to receive information about Brooklyn products and services

**Privacy Officer**  
**XL Insurance Company SE**  
**trading as Brooklyn Underwriting**  
**Level 28, 123 Pitt Street**  
**Sydney NSW 2000**  
**t: (02) 8270 1790**  
**e: [privacyaustralia@axaxl.com](mailto:privacyaustralia@axaxl.com)**

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)

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	Total
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>	\$	\$

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

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

If "Yes," please provide details

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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:

Occupation	% of work profile
<i>Engineers</i>	
Acoustic	
Chemical	
Civil works	
Drafting	
Electrical	
Environmental	
Geotechnical	
Heating, Ventilation, Air-Conditioning	
Hydraulic	

Occupation	% of work profile
<i>Architecture</i>	
Architecture	
Drafting	
Interior Design	
Landscape Architecture	
Project/Construction Management	
Town Planning	
<i>Sciences</i>	
Geologists	
Geochemist	

Occupation	% of work profile
Industrial	
Marine	
Materials	
Mechanical	
Mining	
Plumbing	
Pollution Control	
Project / Construction Management	
Sewerage	
Software and control systems	
Structural	
Watercourses and flows	
<i>Surveying</i>	
Building	
Land	
Quantity	
Aerial, Topographical, Hydrographic	
Geodynamic	
Surveying	

Occupation	% of work profile
Mineralogist	
Metallurgists	
<i>Misc Professional Services</i>	
Environmental Investigation and audit	
Inspector	
Management Consultancy and Business Strategists	
Occupational Health and Safety Consultants	
Quality Assurance Consultants	
Recruitment/Personnel Consultants	
Training & development services	
Information Technology Consultancy	
NATA Accredited Testing Labs	
Property Valuation (no mortgage)	
Research Assistants	
Risk and Hazard Assessments	
Others (please specify)	

OTHERS

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

Activities	% of Professional Activities
Bridges (more than 8m)	
Bridges (up to 8m)	
Commercial	
Computing, Modelling, Research	
Dams- greater than 6 metres in dept	
Dams - less than 6 metres in dept	

Activities	% of Professional Activities
Environmental Appraisal/Impact Assessment	
Feasibility Studies, investigations, reports	
Foundation & 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	
School/Aged Care Facilities/Institutional and public Buildings	
Sewerage/Water Systems	
Small Industrial	
Town Planning	
Tunnels	
Waste Disposal, Treatment or Management	
Other (please detail below)	

Other Activities

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17. Does the Proposer perform any pre-purchase and/or pest inspection reports? Yes      No  
 If yes, please provide details

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18. Does the Proposer (including any Sub-Contractors or consultants and the like) engage in manufacture, construction, erection or installation, or act as principal in connection with any contract involving manufacture, construction, erection or installation? Yes      No  
 If yes, please provide details

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**CLAIMS & CIRCUMSTANCE DETAILS**

19. 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.

20. 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.

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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



**GENERAL INSURANCE INFORMATION**

21. 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 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 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: \_\_\_\_\_