

## IMPORTANT NOTICES

### Claims made insurance

Your professional indemnity **policy** is issued on a 'claims made' basis. This means that the policy responds:

- a. to **claims** first made against **you** during the **period of insurance** and notified to the **insurer** during that **period of insurance**, providing 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 **you**; and
- b. pursuant to Section 40 (3) of the *Insurance Contracts Act 1984 (Cth)* which states: "where the insured gave notice in writing to the insurer of facts that might give rise to a 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** expires, no new notification can be made on the expired **policy** even though the event giving rise to the **claim** against **you** may have occurred during the **period of insurance**.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Average Provision

One of the insuring provisions of the professional indemnity insurance policy provides that where the amount required to dispose of a claim or claims exceed the Limit of Indemnity in the Policy then the Insurer shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim or claims.

### Utmost Good Faith

In accordance with Section 13 of the *Insurance Contracts Act 1984 (Cth)* the policy of insurance is based on the doctrine of utmost good faith which requires each contracting party to act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of the insurance contract.

### Non Renewable

Professional indemnity insurance is not a renewable insurance policy. Any policy issued by the insurer will terminate at a date and time specified in the policy schedule. There is no right to an automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it is necessary to complete a new proposal form prior to the termination of the expiring policy so that the insurer may consider whether or not to offer a replacement policy, and if so, on what terms.

### Other Information You Should Know

All acceptances are to be communicated to Tasman Underwriting. Upon receipt your unqualified written acceptance of the terms, and subject to the total premium payable, Tasman Underwriting will place your insurance cover.

The above notes are not exhaustive and in no way should be read in isolation of the full policy terms, conditions, limitations and exclusions.

## Privacy Notice

Tasman Underwriting (is a division of IBL Limited) complies with the National Privacy Principles. If you would like a copy of our Privacy Policy visit our website [www.tasmanuw.com.au](http://www.tasmanuw.com.au) or if you wish to access the information we hold about you, contact our Complaints Manager on 1800 234 338. Where possible your request will be dealt with immediately although you may need to complete a formal request for more complex requests.

## Contacting us or opting out

If you do not want us to disclose your personal information to any other organisation you can opt out by contacting us on Email: [enquiries@tasmanuw.com.au](mailto:enquiries@tasmanuw.com.au) however we advise that such action may prevent us from providing products or services requested by you.

If you do not notify us otherwise before next dealing with us, you confirm agreement to the above on your own behalf and/or on behalf of those you represent.

## If you have any Complaints

Tasman Underwriting is committed to the efficient resolution of complaints received in relation to the services that are offered by our company. If you have any complaint about the service provided, you should take the following steps:

1. Contact your Account Manager and tell them about your complaint. If they are unable to resolve your complaint they will ask you to detail your complaint in writing.
2. Detail your complaint in writing and address it to the department manager. This will ensure that all parties involved fully understand your complaint.
3. Within 5 days of receipt of your written complaint, the department manager will notify you of any outcome or further discussions or investigations that need to occur. We will try to resolve your complaint quickly and fairly.
4. If you are not satisfied with the outcome you may contact our Complaints Manager on 1800 234 338.
5. If you still do not receive a satisfactory outcome, you may have the right to complain to the insurer or Australian Financial Complaints Authority (AFCA). We will advise you of the contact details for these avenues if we have not satisfactorily resolved the complaint within 15 business days.

## Please note before starting:

1. All questions must be answered giving full and complete answers
2. Blanks and/or dashes, or answers 'known to insurers or brokers' or 'N/A' are unacceptable and will delay completion of your insurance.
3. Upon completion, please sign and date BEFORE sending your submission.

IF THERE IS INSUFFICIENT SPACE TO COMPLETE A QUESTION, PLEASE ATTACH A SIGNED AND DATED ADDENDUM.

Contact Details: Tasman Underwriting  
Level 21, 41 Exhibition Street, Melbourne, VIC 3000 P: 1800 234 338  
[enquiries@tasmanuw.com.au](mailto:enquiries@tasmanuw.com.au)

<b>1. List full name of all current entities to be insured. It is essential to specify the names of all entities including trading names, service, administrative or nominee companies and subsidiaries that you wish to be covered by this policy.</b>			
Name	Date established	ACN	ABN

<b>2. In respect of the current practice and any of its principals/partners/directors, have any professional indemnity insurers:</b>	
a. Declined a proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Imposed special or unusual terms?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Declined to continue the practice's insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Cancelled the practice's insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Denied indemnity for a claim?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, to any of the above, provide details.	

<b>3. Please answer the following questions after enquiry within the practice.</b>					
a. Have any claims or allegations of negligence or breach of professional duty been made in the last 10 years against the practice (or any of its predecessors in business or any prior practice of any of their present or former partners, principals or directors), <b>OR</b> have circumstances been notified to insurers that might give rise to a claim?					<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, supply details
Date notified	Name of insurer (if any)	Name of claimant or potential claimant	Description of problem	Amount paid or outstanding	Finalised or outstanding
b. Are there any additional claims or allegations of negligence or breach of professional duty against the practice (or any of its predecessors in business or any prior practice of any of their present or former partners, principals or directors) or are there circumstances that may give rise to a claim which have <b>NOT</b> been included in Question 3(a)?					<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, supply details
Date of loss	Name of claimant or potential claimant	Description of problem	Amount paid or outstanding	Finalised or outstanding	

<b>4. If you require cover for incorporated entities the practice previously conducted, provide details.</b>		
Name	Date established	Date name changed or ceased trading

<b>5. Provide details of the contact person and offices.</b>			
Name			
Position			
Mobile			
Email address			
Street address			
Postal address			
Website address			
Phone number		Fax number	
Does the practice have any additional offices?	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, provide an attachment detailing the above information for each office.		

<b>6. Provide details of each principal/partner/director.</b>				
Individual's name	Age	Years practicing as principal/partner/director	Qualifications	Institute/Association membership

<b>7. Provide details of the practice's staff (excluding principal/partner/director):</b>	
a. Number of qualified professionals	
b. Number of other technical staff	
c. Number of other staff	
<b>Total Number of staff</b>	
List below the professions of staff in question (b) above.	

<b>8. Has any principal/partner/director or staff member ever been subject to disciplinary proceedings for professional misconduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please detail

<b>9. Do you require principal's previous business cover?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Principal/Directors name	Name of previous unrelated practice	Date principal/director left	

<b>10. Are you planning any substantial changes in your activities or are there any new operations contemplated during the next 12 months?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please detail

<b>11. Has the practice or any principal/partner/director been a member of any joint venture?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, complete joint venture addendum
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<b>12. Provide details of the practice's:</b>
a. Professional development program
b. Internal risk management procedures

<b>13. Provide details of the practice's professional fees.</b>							Australia	Overseas
a. Professional fees earned for last 12 months (Excluding GST).							\$A	\$A
b. Estimated professional fees for the next 12 months (Excluding GST).							\$A	\$A
c. Provide a breakdown of professional fees earned for the last 12 months (Note: If a new practice, provide an estimate).								
NSW	VIC	QLD	SA	WA	TAS	NT	ACT	OVERSEAS
%	%	%	%	%	%	%	%	%

<b>14. Do you engage consultants, sub-contractors or agents?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, do you insist they carry their own professional indemnity insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Professional fees paid to sub consultants for the last 12 months (Excluding GST).	\$A

<b>15. Has the business ever undertaken, or likely to undertake work overseas?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, complete overseas projects addendum
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<b>16. Express as a percentage, the practice's professional fees derived from the following activities:</b>					
Column a) Express as a percentage, the practice's professional fees derived from the following activities. Must equal 100%; and					
Column b) Express what percentage of the disclosed activities in column a) are performed by sub consultants.					
Activities	(a)	(b)	Activities	(a)	(b)
Acoustical Engineering	%	%	Hydraulic Design Services	%	%
Architecture	%	%	Hydraulic Engineering	%	%
Building Design	%	%	Interior Design	%	%
Building Surveying	%	%	Land Surveying	%	%
Chemical Engineering	%	%	Landscape Architecture	%	%
Civil Engineering	%	%	Marine Engineering	%	%
Construction Management	%	%	Marine Surveying	%	%
Drafting	%	%	Mechanical Engineering	%	%
Electrical Engineering	%	%	Mining Engineering	%	%
Engineering Surveying	%	%	Nuclear Engineering	%	%
Environmental Consultancy	%	%	Project Management	%	%
Environmental Engineering	%	%	Quantity Surveying	%	%
Fire Design Services	%	%	Structural Engineering	%	%
Fire Engineering	%	%	Town Planning	%	%
Geotechnical/Soil Engineering	%	%	Other – (specify below)	%	%
Heating & Ventilating/Air-Conditioning Engineering	%	%			
Please specify any other activities:	<b>TOTAL</b>			<b>100%</b>	

17. Please advise the activity split undertaken in each of the following categories. Must equal 100%			
Aquatic Centres	%	Mechanical Plant and Bulk Handling Equipment	%
Bridges/Tunnels	%	Mines	%
Commercial Buildings	%	Modular Buildings	%
Commercial Tenancy Fit out	%	Oil & Gas Pipelines	%
Dams	%	Petrochemicals, Refineries, Fertilizers	%
Domestic Land Surveying	%	Pollution Control Equipment	%
Energy Rating	%	Pre-Purchase Building Inspections	%
Environmental Impact Assessments & Audits	%	Retail Shops	%
Expert Witness	%	Roads	%
Feasibility Studies, Investigations or Reports	%	Schools, Hospitals, Municipal Buildings	%
Foundations & Underpinning	%	Sewerage, Water Systems - Commercial	%
Harbours & Jetties	%	Sewerage, Water Systems - Domestic	%
Heritage Buildings	%	Sports Centres/Clubs	%
High Rise Buildings	%	Subdivisions	%
Hotels/Motels/Pubs	%	Teaching/Lecturing	%
Individual Dwellings	%	Town Planning	%
Industrial Buildings	%	Waste Disposal, Treatment or Management	%
Low Rise Buildings (up to 5 storeys)	%	Other (specify)	%
	%	<b>TOTAL</b>	<b>100%</b>
Please specify any other areas:			

18. Provide details of the 5 largest projects undertaken during the last 5 years. (Note: If a new practice, indicate scope of works anticipated.)					
	Project	Location	The practice's role	Project value	Professional Fees
1					
2					
3					
4					
5					

19. Has the practice or any related entity ever engaged in or had a share of an entity engaged in:	
a. Actual construction, fabrication, erection or any form of building contracting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Real estate development?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Manufacture, sale or distribution of any product or process or patented production process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to any of the above is YES, list the names of the other entities involved and describe the relationship.	

20. Has the practice ever entered into a Collateral Warranty?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, does the practice require cover for the Collateral Warranty exposure?	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, complete Collateral Warranty Addendum

<b>21. Does the practice currently hold professional indemnity insurance?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Current insurer		
Policy due date		
Annual premium paid		
If NO, advise date when practice last held professional indemnity insurance.		

<b>22. Limit of indemnity required:</b>					
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$5,000,000	<input type="checkbox"/> \$10,000,000	<input type="checkbox"/> \$20,000,000	Other <input type="checkbox"/> \$

I/We hereby declare that:

I/We have read and understood the important notices at the beginning of this proposal form.

The undersigned are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this proposal and that I/we complete this proposal on their behalf.

The above statements are true, that I/we have not suppressed or mis-stated any facts, and that should any of the information given by me/us alter between the date of this proposal and the inception date of the insurance to which this proposal relates I/we will give immediate notice thereof.

- Enquiry should be made of all principals/partners/directors and senior staff to ensure full disclosure.
- The proposal should be signed by the principals/partners/directors.
- Signing the form does not bind the practice to accept the insurance or the insurers to provide a quotation.

**PLEASE NOTE: THE PROPOSAL MUST BE SIGNED AND DATED**

Principals/Partners/Directors	Signature(s)	Date