

Arch Design & Construction Proposal Form

IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the *Insurance Contracts Act 1984* to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the POLICY.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the POLICY and/or reduce our liability under the POLICY in respect of a claim. If fraud is involved, we may treat the POLICY as if it never existed and pay nothing.

UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the *Insurance Contracts Act 1984 (Cth)*.

NOTICES

We will send all notices in relation to the Policy to:

- the Named Insured's nominated insurance intermediary until we receive written notice to the contrary from the Named Insured; or
- if there is no nominated intermediary, the Named Insured, acting on behalf of all Insureds.

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984

“Claims made and notified” general information

The information under this heading is provided for general information purposes only and does not:

- form part of the Policy;
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in this Policy operate on a “claims made and notified” basis, which means that they:

- cover claims made against the relevant Insured and notified to the insurers in writing during the Period of Insurance.
- do not provide cover in relation to:
 - claims made against an Insured after the expiry of the Period of Insurance, even though the event giving rise to the claim may have occurred during the Period of Insurance (unless specified otherwise);
 - claims made against an Insured notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy;
 - claims made, threatened or intimated against an Insured prior to the commencement of the Period of Insurance;
 - facts or circumstances of which an Insured first became aware prior to the Period of Insurance, and which they knew, or ought reasonably to have known, had the potential to give rise to a claim under the Policy;
 - claims arising out of circumstances noted on the proposal for the current Period of Insurance or on any previous proposal form;
 - claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to, or was pending before, the commencement of the Period of Insurance.

If the Insured gives notice in writing to the insurers of any facts that might give rise to a claim against them as soon as reasonably practicable after they become aware of those facts, but before the expiry of the Period of Insurance, they may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) (“the Act”) to be indemnified in respect of any claim subsequently made against them arising from those facts, notwithstanding that the claim is made after the expiry of the Period of Insurance.

Such rights arise under the Act only. The terms of the Policy and the effect of the Policy is that the Insured is not covered for claims made against them after the expiry of the Period of Insurance, unless specified otherwise.

PRIVACY STATEMENT

Unless the context otherwise provides, in this section ‘we’, ‘our’ or ‘us’ means Certain Underwriters at Lloyd’s and Arch Underwriting at Lloyd’s (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the *Privacy Act 1988* (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

What happens if you don’t give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website www.archinsurance.com.au.

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website www.archinsurance.com.au or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

Privacy complaints: We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,
Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street, Sydney NSW 2000
or email complaints@archinsurance.com.au

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

Your Choices: By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

This proposal form must be completed by clearly printing in ink by a Partner, Principal or Director of the Firm or Company. All Questions must be answered to enable a quotation to be given. The completion and signature of this proposal does not bind the proposers or insurers to complete a contract of insurance.

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form.

Please provide a brochure, if possible and any standard contract terms, conditions, agreements or letters of appointment which you have with your clients.

APPLICANT OR ORGANISATION DETAILS

1. Full legal name of company or sole practitioner or partnership (Further referred to as 'You/Your' in the proposal form). It is essential that You specify the legal name of the entity entering into this contract:	
2. Trading names associated with the above-named entity:	
3. Name of any of Your subsidiaries or service companies (if applicable):	
4. Your ABN/ACN Number/s:	
5. Date Your business was established:	
6. Your Principal business address:	
7. Your business website(s):	

8.

PARTICULARS OF ALL PRINCIPALS/PARTNERS/DIRECTORS

Name of Principal/Partner/Director	Age	Qualifications	Date Obtained	Years practicing as either a Principal/Partner/Director	
				Current Business Practice	Previous Business Practice(s)

9. Is the Firm, Company or any Partner/Principal/Director a member of a Professional Body or Association?

Yes No

If Yes, please give details and membership status:

10. Has your name ever been changed?

Yes No

11. Has any other Practice or Business amalgamated or merged with you?

Yes No

12. Have you purchased any other Practice or Business?

Yes No

If Yes in any case, please give details by way of attachment

13.

Please give total numbers of staff (excluding Principals/Partners/Directors)	Total numbers
Qualified Engineers	
Qualified Architects	
Draughtsmen or Technicians	
I.T Technicians	
Trainee Staff	
Non-Technical Staff	
Other Professional Qualified (Please specify)	
In Total	

14. Details of all Technical staff employed to carry out the professional services listed in the table above.

Technician	Age	Qualifications	Date Qualified	Time with Proposer	Disciplines Undertaken

a) Please give a clear description of your professional services in full.

15.

DIVISION OF WORK DIVISION OF WORK	
In which of the following branches of consultancy work is your firm engaged and what percentage of your income derived from	
Architecture	%
Acoustic Engineering	%
Building Surveying	%
Chemical Engineering	%
Civil Engineering	%
Construction Management	%
Drafting	%
Heating and Ventilating Engineering	%
Electrical Engineering	%
Environmental Appraisals/Impact	%
Environmental Audits	%
Geotechnical/Soil Engineering	%
Hydraulic Engineering	%
Interior Design	%
Land Surveying	%
Landscape Architecture	%
Marine Surveying	%
Material Testing & Inspection Services	%
Mechanical Engineering	%
Nuclear Engineering	%
Pre-purchase Inspection	%
Project Management	%
Quantity Surveying	%
Structural Engineering	%
Town Planning	%
Other (please specify)	%

16. Please detail the approximate percentage of your work in the following areas:

Field of Work	Percentage
Acoustics & Noise Prevention	%
Airports – please specify whether airside or non-airside	%
Bridges/Tunnels	%
Contaminated Site Clean Up	%
Dams – Agricultural/Irrigation Purposes	%
Dams – any other purpose	%
Design of Pollution Control Equipment	%
Domestic Surveying – individual dwelling set outs & boundary surveys	%
Engineering Surveys	%
Environmental Appraisals/Impact Assessments	%
Environmental Audits	%
Environmental Programme Design (Management Processes, Monitoring)	%
Feasibility Studies, Investigations or reports (but excluding Environmental)	%
Foundations & underpinning (both excluding investigations for foundations)	%
Harbours & Jetties (but excluding Hydrographic Surveys)	%
Hazardous Chemical Substances	%
Heating, Ventilation, Air Conditioning, Hydraulic & Plumbing	%
High Rise Buildings (above 3 Floors)	%
Individual Dwellings	%
Large Industrial & Commercial Surveys (Projects over \$5 million in value)	%
Low Rise Buildings (up to 3 floors)	%
Marine Surveys	%
Mechanical Plant and Bulk Handling equipment including silos	%
Medium Industrial & Commercial Surveys (Projects from \$1million to \$5 million in value)	%
Mines	%
Modular Buildings (involving repetitive design)	%
Nuclear or Atomic Projects	%
Oil & Gas Pipelines	%
Petrochemicals, Refineries, Fertilizers, Ammonia Urea Plants	%
Photographic Surveys	%
Railways	%
Risk and Hazard Assessments	%
Road works Surveys	%
Schools, Hospitals, Municipal Buildings & Recreation Centres	%
Sewerage or water systems	%
Small Industrial & Commercial Surveys (Projects up to \$1 million in value)	%
Soils Testing & Foundation investigation including control of earthworks	%
Structures at fairs, shows and exhibitions	%
Supervision of Construction	%

Town Planning	%
Underground Storage facilities	%
Waste Disposal, Treatment or management	%
Other (please specify)	%

17. Please state the gross income received for the last financial year and an estimate for the next financial year:

Income	Current Financial Year	Estimate next Financial Year
Total Gross Fees	\$	\$
Overseas Fees, Excl. U.S.A. & Canada	\$	\$
Fees of Projects in U.S.A. & Canada	\$	\$
Fees paid to sub-contractors	\$	\$
Total Construction Values	\$	\$

18. Please provide the approximate percentage of your professional services (based on fee income) applicable to each State, Territory and Overseas.

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

19. Please give details of turnover:

Function	Current Financial Year	Estimate next Financial Year
Turnover where the Proposer designs and constructs from their own design and provides full technical supervision.	\$	\$
Turnover where the Proposer constructs and provided full technical supervision from designs by sub-contractors appointed by the Proposer, or others for whom the Proposer is responsible.	\$	\$
Fees earned where the Proposer provides only design services and/or technical supervision (please state which). <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>	\$	\$
Fees where the Proposer provides any other professional service not included in the above (please specify). <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>	\$	\$
Turnover where the Proposer has work for which no professional input is required (e.g. construction only activities) and as such is not covered by this proposed insurance (please specify). <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>	\$	\$

NOTE: the term “technical supervision” is not intended to extend to the supervisory activities which under a traditional form of contract would be the responsibility of the contractor, and not the professional team.

20. Does the Firm, Company or Sole Practitioner provide professional services outside Australia, or work for clients who are outside Australia?

Yes No

If Yes, please give details (i.e. professional service(s), countries involved and fee income of each):

Country	Professional Service(s)	Project Duration	Project Turnover	Project Fees

21. Please give the percentage of your activities (based on fee income) applicable to Australia and Overseas:

Australia	Overseas
%	%

22. Please state the 5 largest contracts where construction began during the past 5 years and where professional services were provided by the Proposer.

Type of Contract	Location	Professional Role	Contract Value	Date Commenced	Date Completed	Total fees earned and/or total fees expected to be earned
1.						
2.						
3.						
4.						
5.						

23. Does the Proposer supply or manufacture any goods or materials in connection with any work?

Yes No

If Yes, please give details by way of attachment if necessary.

24. Do you envisage any substantial changes in your professional services or are there any major new operations contemplated during the next 12 months?

Yes No

If Yes, please give details by way of attachment if necessary.

25. Are you or any Partner/Director/Principal connected or associated (financially or otherwise) with any other Practice or Business, other than what you have advised in the 'Contact Details' section?

Yes No

If Yes, please give details by way of attachment if necessary.

26. Is the Proposer (or had the Proposer in the last 10 years) engaged in any work for which specific project insurance has been arranged by the Proposer or any other party?

Yes No

If yes, please give details.

27. Does the Proposer intend to engage in any work for which specific project insurance may be arranged by the Proposer or any other party?

Yes No

If yes, please give details.

CONTRACTORS,CONSULTANTS AND THE LIKE

28. Is any portion of your work sub-contracted to others?

Yes No

If Yes, please give details of the nature of work performed by each contractor, sub-contractor, consultant, sub-consultant, and agent.

29. Do you require each contractor, sub-contractor, consultant, sub-consultant, and agent as a condition of their appointment to maintain adequate insurance to indemnify you with respect to liabilities caused by their negligence and provide you with proof of this?

Yes No

30. Please state the Gross Professional Fees paid to contractors, sub-contractor, consultant, sub-consultant and agents during the past 12 months?

31. Are full rights of recourse maintained against each contractor, sub-contractor, consultant, sub-consultant and agent?

Yes No

32. Does any contract or client represent more than 25% of your annual work?

Yes No

If Yes, please give details by way of attachment if necessary

33. Are written disclaimers included with advice being given?

Yes No

34. Are verbal reports always confirmed in writing?

Yes No

If No, how do you record your spoken words?

35. Do you have a documented Risk Management Program?

Yes No

If Yes, please give full details by way of attachment if necessary

36. Is one Director/Partner/Principal responsible for the implementation and communication of the Program?

Yes No

If Yes, please give full details by way of attachment if necessary.

37. Does your Risk Management Program include regular internal/external audits or reviews?

Yes No

38. Is the Program communicated to and available to all staff?

Yes No

39. Does the Proposer use a standard form of contract or terms of engagement?

Yes No

If Yes, please give full details by way of attachment if necessary.

CLAIMS HISTORY

40. Does the Proposer have in place any formal procedures for the identification and reporting of incidents or circumstances which may give rise to a professional indemnity claim?

Yes No

If Yes, please:

a) Provide details of these procedures:

b) Advise when they were first implemented:

41. Does the Proposer have formal procedures in place to review their methods, processes and practices with the intention of avoiding the future occurrence of any similar incidents or circumstances which may give rise to a professional indemnity claim?

Yes No

If Yes, please give details by way of attachment if necessary.

42. Have you or any Partner/Principal/Director staff member ever been subject to disciplinary proceedings for professional misconduct?

Yes No

If Yes, please give details by way of attachment if necessary.

43. During the past ten years has any claim been made, or has liability for an error or breach of duty been alleged against the Firm, Company or Sole Practitioner or any of their predecessors in business or any prior Entity or any of their present or former Partners, Directors, Principals, Consultants or Employees; or have any circumstances been notified to insurers which may result in a claim?

Yes No

If Yes, please provide the following details in respect of each matter:

Year of Notification	Name of Insurer (if any)	Name of Claimant	Nature of Problem	Amount Paid or Estimated Potential Liability	Is Matter Finalised or Outstanding?

44. Are any of the Partners, Directors, Principals or Employees AFTER FULL INQUIRY, aware of any circumstances which may give rise to a claim against the Firm, Company or Sole Practitioner, its predecessors in business or any past or present Partner, Director, Principal, Consultant or Employee?

Yes No

If Yes, please give full details by way of attachment if necessary.

45. Has the Firm, any Partner, Principal or Director ever been refused this type of insurance, had special terms imposed, had your insurance cancelled or had an application for renewal declined?

Yes No

If Yes, please give full details by way of attachment if necessary.

46. Does the Firm/Company/Sole Practitioner currently hold Professional Indemnity Insurance?

Yes No

47. If the answer to the above question is No has the Firm/ Company/ Sole Practitioner ever held such insurance?

Yes No

48. If the answer to either two of the previous questions is Yes, please supply the following data:

Amount of Cover	Amount of Excess	Last Annual Premium	When lapsed or expiry date	Name of Insurer and Broker
\$	\$	\$		
\$	\$	\$		

49. What amount of indemnity is required?

i)

ii)

50. What excess are you prepared to carry in respect of each and every claim?

i)

ii)

51.

EXTENSIONS REQUIRED	
Fidelity	Yes <input type="checkbox"/> No <input type="checkbox"/>
Previous Business	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mitigation of Loss	Yes <input type="checkbox"/> No <input type="checkbox"/>
Reinstatement	Yes <input type="checkbox"/> No <input type="checkbox"/>
Building Act 1993 (VIC)	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you have answered Yes to any of the above, please provide further details by way of attachment if necessary.

52. Does or has the Firm/Company/ Sole Practitioner hold/or held a Construction Material Damage and/or a Construction Liability Policy which is In force?

Yes No

If Yes, please attach details including Policy No., Period of Cover and Insurer.

The answers you have provided to the above questions will usually provide sufficient information for a proper consideration of the proposal. However, if there are any matters which are material to the risk to which this Proposal relates, you should disclose such matters to us in the space below, or on a separate sheet if necessary.



DECLARATION

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the duty to take reasonable care not to make a misrepresentation. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am legally authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

Name and Title	
Date	
Signature	

HOW TO CONTACT THE UNDERWRITER:

Melbourne: Suite 11.02, Level 11,
360 Collins Street,
Melbourne VIC 3000
P (03) 9629 5444
F (03)

Sydney: Level 10
155 Clarence Street
Sydney NSW 2000
P (02) 8284 8410
F (02) 8088 1024

Email: info@archinsurance.com.au