

# Environmental Consultants 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.

**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 the Policy wording operate on a “Claims made and notified” basis, which means that they:

- cover claims made against the relevant Insured and notified to us 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 Us 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 (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.

**NOTICES**

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

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

**RENEWAL PROCEDURE**

Before the Policy expires, we will advise you/the Applicant via their intermediary, or the Policyholder, whether we intend to offer renewal and if so on what terms.

This advice also applies for any offer of renewal we may make, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to satisfy yourselves that the details are correct. In particular, check the maximum Limit(s) of Indemnity (Sub Limit(s) of Indemnity) and Additional Limits of Indemnity amounts and Retention(s) applicable, and to ensure the levels of cover are appropriate. Please note that you/the Insured need to comply with the duty of disclosure before each renewal.

#### **RIGHTS OF OTHER PARTIES**

Save as provided under the Insurance Contracts Act 1984, no other party except the you or the Applicant shall be entitled to make a claim or enforce any term of this Policy.

#### **CONFIDENTIALITY**

You and the Applicant agree not to disclose the terms, conditions, exclusions or limits of indemnity of the Policy or the amount of premium paid to any third party, except to the extent that you or the Applicant is required to do so by law, or unless we give our prior written consent to such disclosure.

#### **WHAT DO I DO IF I HAVE A COMPLAINT?**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact us in the first instance:

The Complaints Manager,  
Arch Underwriting at Lloyd's (Australia) Pty Ltd  
Level 10, 155 Clarence Street,  
Sydney NSW 2000

Telephone: (02) 8284 8400  
Email: [complaints@archinsurance.com.au](mailto:complaints@archinsurance.com.au)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

## 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](http://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](http://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](mailto: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.

## GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

**This Proposal must be completed by a Director or Executive Officer of the Applicant. 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 us to complete or enter into a Policy**

**If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form. The questions in this Proposal will enable us to quote in most instances.**

### APPLICANT OR ORGANISATION DETAILS

1. 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 names of all entities, including service companies, that You wish to be included under this insurance cover:	
2. Your ABN/CAN Number/s:	
3. Date your business was established:	
4. Are you registered for GST Purposes:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Principal business address:	
6. Your business websites:	

7.

### PARTICULARS OF ALL PRINCIPALS/PARTNERS/DIRECTORS

Name of Principal/Partner/Director	Age	Qualification	Date of Appointment

8. Are your Partners/Principals/Directors Members of the EIANZ?

Yes  No

9. Are your Partners/Principals/Directors A certified Environmental Practitioner (CEnvP)?

Yes  No

10.

### WORKFORCE DETAILS

Type	Number
Professional Qualified Employees	
Non-Technical/ Administration Employees	
Total	

11. Do you use sub-contractors?

Yes  No

a) If Yes, do You verify that all sub-contractors and sub-consultants have a current professional indemnity policy in place prior to work with you?

Yes  No

12. Has Your name ever been changed?

Yes  No

If Yes to this question, please provide details below:

13. Have You purchased or been purchased by any other business, or amalgamated or merged with any other business?

Yes  No

If Yes to this question, please provide details below:

### DESCRIPTION OF YOUR BUSINESS ACTIVITIES

14. Please provide a description of Your business activities:

15.

DIVISION OF WORK	
Environmental Impact Assessments	%
Land Use Surveying	%
Environmental Monitoring and Auditing	%
Environmental Sustainability Consulting	%
Botany	%
Sampling Services (Soil, Water etc) – does not include.	%
Soil Engineering	%
Flora & Fauna Surveying	%
Ecology Specialists	%
Habitat Restoration Consulting	%
Environmental Management Planning	%
Environmental Policy Development	%
Environmental Regulatory Compliance Consulting	%
Scientific Environmental Research	%
Occupational Health and Safety Consulting	%
Natural/Water Resource Management	%
Waste/Effluent Management Consulting	%
Recycling and Re-use Consulting	%
Building, Sustainability Consulting (including NatHERS/NABERS assessors etc)	%
Park and Land Care Management Consulting	%
Training Services (Not including Hazardous or Manual Tasks)	%
Archaeological or Culture Heritage Consulting	%
Contaminated Land Remediation Consulting	%
Consulting in Relation to Mine Closure Planning	%
Other	%

16. Do You provide any Engineering Design Services, including Civil, Structural, Mechanical Acoustic, Geotechnical or Chemical/Process Engineering Services?

Yes  No

If Yes, please provide further details below:

Do You engage in any of the following activities:

- 17. Geographic Information System (GIS) Consulting/Mapping and Cartography? Yes  No
- 18. Cost Estimation and/or Quantity Surveying services? Yes  No
- 19. Bushfire Management Planning, including BAL (Bushfire Attack Level) Assessments? Yes  No
- 20. Hydrogeological Consulting? Yes  No
- 21. Asbestos Consulting? Yes  No
- 22. Services provided to any coal mine developers, coal mine operators or coal processing plants? Yes  No
- 23. Services provided to offshore operations? Yes  No
- 24. Design or Specification of Pollution Control/Reduction Equipment? Yes  No
- 25. Development, Licensing and/or Commercialisation of Proprietary Technology? Yes  No
- 26. Renewable Energy Project Development Consulting? Yes  No
- 27. Services for Petro-Chemical/ Refineries/ Fertiliser/ Ammonia plants? Yes  No
- 28. Operation of a laboratory service, including NATA certified laboratories? Yes  No
- 29. Investment Advice or Investment Procurement Services? Yes  No
- 30. Services or Advice Regarding Radiation or Contamination by Radioactivity from my Nuclear/ Atomic Fuel or Nuclear/ Atomic Waste? Yes  No
- 31. Services conducted within the United States of America or Canada? Yes  No

If Yes to any of the above, please provide further details below:



32. Please provide details of the 4 largest projects (by total project value) where You are currently or have previously been engaged:

Client Name	Description of the project, (what is built/developed/studied etc)	Details of Your services and Responsibilities on the project	Total Fees earned	Start Date	Completion Date

### INCOME ANALYSIS

33. Please break down your income:

Income Category	Provide Details	Prior Financial Year	Current Financial Year (estimate)
Fees from professional services provided by You			
Fees from professional services provided by sub-consultants appointed by You			
Income from sales/supply of products or materials			
Income from manual services and/or installation services			
Other income (please specify)			
<b>TOTAL</b>		\$	\$

34. Please provide the approximate percentage of Your activities (based on fee income) applicable to each State or Territory in Australia and overseas (o/s):

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

35. For any activities conducted outside of Australia, please provide further details below:

36. Are You eligible and wish to apply for a Small Business Exemption for Stamp Duty in New South Wales in accordance with Section 259B of the Duties Act 1997 (NSW)?

Yes  No

## RISK MANAGEMENT DETAILS

37. Do you hold any ISO accreditation? Yes  No
38. Do any individual contract or clients represent more than 25% of Your annual fee revenue? Yes  No
39. Do You expect any significant changes to Your activities in the next 12 months? Yes  No
40. Do You agree to any hold harmless agreements or assume any liability under contract on behalf of clients? Yes  No
41. Do You limit Your liability for damages contractually? Yes  No
42. Do You limit Your liability for consequential loss contractually? Yes  No
43. Do You ever commence a contract without a written Scope of Works (which includes all services to be provided)? Yes  No

If YES to any of the above, please provide details:

## CLAIMS/HISTORY DETAILS

44. Has any insurer ever:
- a) Declined to offer insurance to You or Your Partners, Directors or Principals (including past partners, Directors or Principal? Yes  No
- b) Cancelled or voided any insurance held by You or any Partner, Director, or Principals? Yes  No
45. Have You, including any Partners/Directors/Principals or employees:
- a) Been the subject of any disciplinary proceedings for professional misconduct? Yes  No
- b) Been declared bankrupt? Yes  No
- c) Held office in a company that was trading while insolvent and/or entered administration/receivership/liquidation? Yes  No
- d) Been convicted of a criminal offence? Yes  No

If YES to any questions in this section, please provide further details below:

46. Has any Claim been made against You or any of Your predecessors in business, including any present or former Partners, 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	Insurer	Claimant	Nature of Claim	Amount Paid or Estimated Potential Liability	Claim Status: Finalised or Outstanding

If YES, please provide further details:

Date of Circumstances	Claimant	Nature of Claim

47. Do You currently have a Professional Indemnity Insurance Policy in place?

Yes  No

Limit Of Indemnity	\$
Amount of Excess	\$
Premium	\$
Expiry Date	
Insurer	

## COVER OPTIONS

48. Do You require cover for the Third Party Cyber Liability? (250k sub-limit)

Yes  No

If YES:

a) Do You require a quote for Public & Products liability insurance?

Yes  No

b) Do You provide any services that involve manual labour and/or use of heavy equipment or machinery, including their supervision or direction?

Yes  No

c) Do You manufacture, import, export, sell, or supply any products?

Yes  No

If Your answer to either of the two previous questions is YES, please provide further details below:

49. Please select the limit of liability which You require:

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

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.

Documents may be required by us (on request) including:

- The last Annual Report and Accounts for the Applicant
- Claims history.

## 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 of Disclosure. 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 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.

<b>Name and Title</b>	
<b>Date</b>	
<b>Signature</b>	

## HOW TO CONTACT THE UNDERWRITER:

**Melbourne:** Suite 11.02, Level 11,  
360 Collins Street,  
Melbourne VIC 3000  
P (03) 9629 5444  
F (03) 9629 1854

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

**Email:** [info@archinsurance.com.au](mailto:info@archinsurance.com.au)