

Principal Controlled  
Professional  
Indemnity Insurance  
PROPOSAL FORM

[libertyspecialtymarkets.com.au](http://libertyspecialtymarkets.com.au)



**Liberty**  
Specialty Markets



#### CLAIMS MADE INSURANCE

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

#### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), 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 the insurance and, if so, on what terms.

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

Your duty however does not require disclosure of 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 its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

#### NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

#### PRIVACY NOTICE

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited) (**Liberty**). It is a member of Boston-based Liberty Mutual Group. Liberty Australia's head office contact details are:

Address: Locked Bag 18, Royal Exchange NSW 1225, Australia  
Phone: +61 2 8298 5800

Liberty is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information.

Liberty collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. Liberty passes it to third parties involved in this process such as Liberty's related companies, reinsurers, agents, loss adjusters and other service providers. We may store your information with third party cloud or other types of networked or electronic storage providers. Third parties may be located locally or overseas in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia. Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from Liberty. If you do not provide the personal information Liberty or other relevant third parties require to offer you specific products or services, Liberty may not be able to provide the appropriate type or level of service.

If you wish to gain access to or correct your personal information, make a privacy complaint, or if you have any query about how Liberty collects or handles your personal information please write to Liberty's Privacy Officer at the address above or by emailing: [privacy.officer.ap@libertyglobalgroup.com](mailto:privacy.officer.ap@libertyglobalgroup.com). To obtain a copy of Liberty's Privacy Policy go to Liberty's website ([www.libertyspecialtymarkets.com.au](http://www.libertyspecialtymarkets.com.au)) or request a copy from Liberty's Privacy Officer.

When you give Liberty personal or sensitive information about other individuals, Liberty relies on you to provide its Privacy Notice to them. If you have not done this, you must tell Liberty before you provide the relevant data.

## Professional Indemnity Insurance

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**Important:** Please answer all questions fully. All questions will be deemed to be answered in respect of all entities & persons to be insured under this policy. If the space provided is insufficient please include attachments on your company letterhead.

### Details of the Proposer

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1. Name of the Proposer

ABN

2. Address of the Proposer's principal office (please provide a street address only).

Street

City

State

Country

Postcode

3. Has the contract(s) been awarded?

Yes

No

If "Yes", when was it awarded?

4. Please complete **Schedule A - Contractors & Consultants**. Hereafter in this proposal the word "Contractor" is used to collectively mean all contractors and consultants engaged on the project.

5. Is the Proposer providing any professional services to the project, including but not limited to, conceptual or preliminary designs, geotechnical advice or project management?

Yes

No

If "Yes", please provide details by **attachment**.

6. Please provide details by **attachment** of the process the Proposer has undertaken to select the Contractors. Please include details of the key prerequisite criteria Contractors were required to meet in order to be invited to tender.

7. Do you contractually require all Contractors to have and maintain professional indemnity insurance?

Yes

No

If "Yes", please describe how you enforce this requirement and provide details of the limit, excess, policy period and any other relevant terms and conditions you require.

## Details of the Project

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8. Please state the name and location of the project.
  
9. Please provide a detailed description of the project and **attach** a Scope of Works which details the responsibilities of all the Contractors.
  
10. Please state the project design standards to be utilised for the project (e.g. AS2114). Will there be any modifications to the standards?
  
11. What quality assurance programs are in place for the project? Is the Head Contractor accredited to a recognised quality assurance standard such as ISO to ensure they have operating practices which strive for minimum / zero failure?
  
12. a) Please indicate the type of contract the Proposer and Head Contractor have entered into:
 

Lump Sum Design & Construction	<input type="checkbox"/>
Costs Plus Design & Construction	<input type="checkbox"/>
Pure Alliance	<input type="checkbox"/>
Hybrid Alliance	<input type="checkbox"/>
Public Private Partnership	<input type="checkbox"/>
Early Contractor Involvement	<input type="checkbox"/>
Consultancy Only	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>

Professional Indemnity Insurance

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- b) Please advise if the sub-contracts for professional services will contain the same terms and conditions as the head contract (i.e. back-to-back) Yes  No

If "No", please provide details.

13. What is the estimated total contract value for the project? \$

14. Please provide by **attachment** a detailed breakdown of the costs contained in the proposal of the Head Contractor, and in the proposal of any other Contractor engaged directly by the Proposer, for the project.

15. What is the anticipated start and end date for: **Start Date** **End Date**

- a) the design / feasibility phase
- b) the construction phase
- c) the estimated completion date
- d) the maintenance or defects liability period

16. Please **attach** a time-line for each aspect of the project such as a Gantt chart, project bar chart or timeline schedule.

17. Please **attach** a copy of the contract between the Proposer and the Head Contractor, and any other Contractor engaged directly by the Proposer, for the project.

18. Please provide by **attachment** any further information which will assist Liberty in understanding the project, the contractual liabilities of the parties and any of the professional services being performed.

19. Please complete **Schedule B - Other Insurance**

20. Has the Proposer required the Head Contractor, or any other Contractor it has engaged directly, to secure a performance bond? Yes  No

If "Yes", please provide details including the amount of the bonds and the name of the bond issuers.

Professional Indemnity Insurance

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21. Have any of the Contractors accepted liability for consequential losses? Yes  No

If "Yes", in what circumstances?

22. Has the Proposer agreed to limit the liability of any third party including any of the Contractors? Yes  No

If "Yes", in what circumstances and what are the limitation amounts?

23. Has the Proposer entered into any forward sale contracts, or any other contracts, which depend on the successful completion of the project? Yes  No

If "Yes", please provide details.

24. Please provide details of any rights of recourse the Proposer has against any of the Contractors.

25. Are any contracts for professional services being novated from the Proposer to any Contractor? Yes  No

If "Yes", please provide details.

Professional Indemnity Insurance

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26. Has the Proposer contracted out of Proportionate Liability Legislation with any of the Contractors? Yes  No

If "Yes", please provide details.

27. Are there any aspects of the project which:  
 a) involve untried or untested construction techniques, technology, designs or materials including up-scaling? Yes  No

If "Yes", please provide details.

### Professional Indemnity Insurance

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- b) are unusual with regard to the performance, quality, durability or tolerance required? Yes  No

If "Yes", please provide details.

28. Is the Proposer aware of any cash flow difficulties, potential insolvency or administration concerns, or is there any reason to believe that any Contractor involved in the project may experience financial distress during the policy period? Yes  No

If "Yes", please provide details.

### Claims History

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**Please Note:** It is critical that you make appropriate enquires of all persons and entities intending to be insured under this insurance before you answer Questions 28-29.

29. Is the Proposer (or any past or present partner/principal/director or employee of the Proposer) aware of any claims, or facts which might give rise to a claim, covered under this proposed insurance for this project? Yes  No

If "Yes", please provide details by **attachment**.

30. Is the Proposer (or any past or present partner/principal/director or employee of the Proposer) aware of any professional indemnity claims, or facts that might give rise to a professional indemnity claim, in relation to any other project of a similar type to this project for which the Proposer was the Principal? Yes  No

If "Yes", please provide details by **attachment**.

### Insurance History

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31. Has any insurer ever avoided or cancelled insurance held by the Proposer? Yes  No

If "Yes", please provide details.



## Policy Requirements

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32. Please state the policy period required.

33. Please state the limit of indemnity required.

a) \$

b) \$

**Please Note:** This limit will be in the aggregate for all claims during the policy period. The limit of indemnity will include costs and expenses incurred in the defence and settlement of any claim.

34. Please state the excess that the Proposer is willing to self-insure in respect of each and every claim made under the policy.

a) \$

b) \$

**Please Note:** Liberty may require an excess higher than the one requested. This excess will apply to the costs and expenses incurred in the defence and settlement of any claim.

## Have you Remembered to Attach the Following?

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Question 4	Schedule A to this proposal
Question 5	Professional services provided by the Proposer
Question 6	Contractor selection process
Question 9	Project description and Scope of Works
Question 14	Cost breakdown of the proposals of all Contractors engaged by the Principal
Question 16	Time-line for each aspect of the project
Question 17	Copies of the contracts between the Proposer and all the Contractors they engage
Question 18	Additional information about the project
Question 19	Schedule B to this proposal
Question 29 & 30	Known claims or facts that might give rise to a claim



## Declaration

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(To be signed by a partner or director of the Proposer.)

I, the undersigned, declare and acknowledge:

- that I am, after enquiry, authorised by all persons and entities seeking insurance, to make this proposal;
- that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and that until a Contract of Insurance is entered into, I am obliged to inform Liberty Specialty Markets of any changes to any information supplied or of any new information that is relevant;
- that I understand Liberty Specialty Markets relies on the accuracy of the information and documentation supplied in proposing for this insurance;
- that I have read and understood the Important Notices which form part of this proposal;
- that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Proposers acceptance of an offer by Liberty Specialty Markets, if any.

Signed

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Print Name

Title

Dated

Schedule A - Contractors & Consultants

Please state the name of the contractors and consultants being engaged on the project and the professional services they will perform.

Name	Professional Services	Contract Value	Engaged Directly by Proposer	
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Schedule B - Other Insurances

Please provide details of other insurance policies which will be in force in respect of the project.

Insurance	Policy Number	Insurer	Limit of Liability	Excess
Contractors All Risks (e.g. damage as a result of faulty design)				
Public & Products Liability (e.g. no exclusion of professional acts)				
Product Guarantees (e.g. 12 months on equipment supplied)				
Decennial / Warranty Insurance (e.g. 10 years on building works)				
Other Professional Indemnity (e.g. annual policies of consultants)				
Any Other Policies?				