

Professional Indemnity

INSURANCE PROPOSAL

Miscellaneous Risks

PROPOSAL



Notice to the Proposed Insured

This notice must be read before you complete the proposal form.

1. Disclosure of Relevant Facts

Duty of Disclosure

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

2. Claims Made Policy

This declaration is for a “claims made and notified” policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover.

This policy does not provide cover in relation to:

- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims 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 you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of cover. Any such rights arise under the legislation only. The terms of the policy and the effect of the policy is that you are not covered for claims made against you after the expiry of the period of cover.

3. Average Provision

The policy may provide that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer’s liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this declaration.

4. Privacy Statement

QBE includes information about how we manage your personal information in our formal quotation terms, when issued. You can obtain a copy of the **QBE Privacy Policy Statement** from our website www.qbe.com or contact the Compliance Manager on 02 9375 4656 or email compliance.manager@qbe.com for further information.



Miscellaneous Risks Insurance Proposal

IMPORTANT: Please answer ALL questions fully. If there is insufficient space please provide details on your letterhead. Where provided tick (✓) appropriate box to indicate answer. The Applicant will be referred to in this Proposal as “You” or “Your”.

A. Details of Applicant

1. Full name of all entities to be insured. (It is essential that you specify the names of all entities including service, administrative or nominee companies and subsidiaries that you wish to be covered by this Policy).

2. Address of head office or principal office. Website www.

State

Postcode

3. Address(es) of branch offices or other locations.

4. Date on which the Practice was established / /

5. Please supply the following details.

**Period Practicing as
Partner / Principal / Director**

Names of all Partners/Principals/Directors	Age	Qualifications	Date Qualified	This Practice	Previous Practices
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		

6. Please supply total numbers of:

(i) Partners/Principals/Directors

(v) Non-technical administrative staff

(ii) Professional qualified staff

(vi) Clerical staff – typists, receptionists etc

(iii) Other technical staff

(vii) Other staff (please specify)

(iv) Trainee staff

Total all Partners/Principals/Directors and staff

Please enclose curriculum vitae or resumes for all Partners/Principals/Directors detailing qualifications and a summary of career experience.

For Sole Proprietors Only – Questions 7 and 8

7. State the experience of your assistants and their length of service.

8. What arrangements do you have to assist you during your temporary absence on business, leave or sickness, or unforeseen emergency?

B. Details of Practice (continued)

(c) (i) Please provide details of advice given in relation to the activities or business outlined in Question 12(a) above.

(ii) Are verbal reports always confirmed in writing? Yes No

If "No", how do you substantiate such verbal reports?

13. Do you provide written reports to clients? Yes No

If "Yes", please provide sample copies of typical reports together with details of any disclaimers and/or warranties used in connection with such reports.

14. Please provide brief description and fees for the five (5) largest contracts undertaken over the past five (5) years.

Brief description	Fees \$

15. Does any contract or client represent more than 50% of your annual work or fees? Yes No

If "Yes", please supply details.

16. Do you engage consultants, sub-contractors or agents? Yes No

If "Yes",

(a) do you insist they carry their own Professional Indemnity Insurance? Yes No

(b) do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes No

If "Yes" to question (b), please supply details.

B. Details of Practice (continued)

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

Yes No

If "Yes", please supply details.

18. Do you issue any brochures or other promotional material (including capability statements) describing your activities or services?

Yes No

If "Yes", please enclose copies.

19. Do you perform work outside of Australia, or work for clients located overseas?

Yes No

If "Yes", please supply details.

C. Financial Details

20. (a) Please advise the date of your financial year end

/ /

(b) Please provide the amount of gross income/fees for the following:

Australia

Overseas

(i) current financial year (estimate)

\$A

\$A

(ii) last financial year

\$A

\$A

(iii) previous financial year

\$A

\$A

(c) Please provide the amount of the largest annual fee for any one client:

\$A

\$A

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

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

D. Claims Details

22. Has any Partner, Principal, Director, or staff member ever been subject to disciplinary proceedings for professional misconduct?

Yes No

If "Yes", please supply details.

D. Claims Details (continued)

23. Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Practice or any of their predecessors in business or any prior practice of any of their present or former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim?

Yes No

If "Yes", please supply the following details in respect to each matter.

Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalised or Outstanding?

24. Are any of the Partners, Principals or Directors, AFTER ENQUIRY, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior practice of any of their present or former Partners, Principals or Directors which matter is not referred to in Question 23 above?

Yes No

If "Yes", please provide the following details in respect to each matter.

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability

E. Details of Insurance Cover

25. (a) Does the Practice presently carry or has the Practice ever carried, Professional Indemnity Insurance?

Yes No

If "Yes", please supply details.

Insurer		
Expiry date	/ /	
Limit of Indemnity	\$	
Premium	\$	

(b) Has the Practice or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed?

Yes No

If "Yes", please supply details.

F. Application for Cover

26. (a) Limit of Indemnity required	\$	
(b) Deductible/Excess requested (Each and Every Claim)	\$	

(c) Optional Extensions:

- Aggregate Limit of Indemnity (Reinstatement) Yes No
- Fidelity Yes No
- Previous Business Yes No

27. Fidelity Cover

To be completed where the Applicant is applying for the **Fidelity Extension**.

(a) Does the Practice presently carry any Fidelity Guarantee Insurance? Yes No

If "Yes", please give details.

Insurer		
Expiry date	/ /	
Limit of Indemnity	\$	
Deductible/Excess	\$	

(b) Has the Practice sustained any loss through the fraud or dishonesty of any employee? Yes No

If "Yes", please supply details and state precautions taken to prevent a recurrence.

(c) Is any member of the Practice's staff allowed to handle cash or transferrable documents or sign cheques on his/her signature alone? Yes No

(d) How often and by whom are the entries in the cashbook checked with the vouchers and reconciled with the bank statements and returned cheques?

(e) Does the Practice always require and obtain satisfactory references when engaging employees? Yes No

28. Previous Business Cover

To be completed only where the Applicant is applying for the Previous Business Extension.

Name of principal, partner or director seeking Previous Business Cover	Names(s) of previous business(es)	Estimate Gross Income for previous business(es) for 2 financial/ calendar year ends immediately prior to principal, partner or director leaving	To the best of your knowledge, does the previous business(es) carry their own current Professional Indemnity Policy?	Please provide details of the types of professional services offered by the previous business(es)

It is important that the claims and circumstances question within this Proposal Form fully reflect the claims and circumstances history of any prior Practice or previous business.

G. Declaration and Authorisation

Please remember we will treat a statement or claim or an act or omission by any one of the applicants as a statement or claim or an act or omission by all of the applicants.

1. I/We have received a copy of the Product Disclosure Statement (PDS) and the Policy Terms and Conditions.
2. I/We declare that all answers and statements made in the application are true, correct and complete in every respect.
3. I/We authorise QBE Insurance (Australia) Limited ABN 78 003 191 035 to give to or obtain from other insurers or insurance reference bureaus or credit reporting agencies, any information about this insurance or any other insurance of mine including this completed application and my insurance claims history and my credit history.

Name of Practice

Signed: Partner,
Principal or Director

X

Date

Please return the completed form to your Financial Services Provider.

