



Construction and Engineering
Civil Liability
Professional Indemnity
Proposal Form

Solution Underwriting Agency Pty Ltd

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Important information

Claims made policy

This Proposal is for a policy issued by Solution Underwriting Agency Pty Ltd on a Claims made and notified basis. This means that the policy only covers Claims first made against you during the insurance period and notified to Solution Underwriting Agency Pty Ltd in writing during the insurance period. The policy does not provide cover for any Claims made against you during the insurance period if at any time prior to the commencement of the insurance period you were aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where the insured gives notice in writing to the insurer during the insurance period of facts that might give rise to a Claim against the insured, the insurer cannot refuse to pay a Claim which arises out of those facts, by reason only that the Claim is made after the insurance period has expired.

Your duty of disclosure

This policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act you have a Duty of Disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance. 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 the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any Claim;

- cancel the contract;
- refuse to pay the Claim, or

avoid the contract from its beginning, if your nondisclosure was fraudulent.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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.

Retroactive liability

The policy is limited by a retroactive date. The policy does not cover any civil liability arising from your conduct of the professional business prior to the retroactive date.

Alteration to risk and deregistration

The policy requires you to notify the insurer within thirty days of any material change in the nature of the professional business, or any act of insolvency or bankruptcy of the insured. The policy requires you to give immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of the insured's statutory registration. Claims arising following the cancellation, suspension or termination of the insured's statutory registration are excluded from indemnity under the policy.

Limited liability

The policy provides that if a payment greater than the limit of indemnity is required to dispose of a Claim, the insurer's liability for costs and expenses will be limited to the proportion that the limit of indemnity bears to the payment required to dispose of the Claim.

Waiver of rights of subrogation

The policy provides that you must not, without our prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which the insured may have in respect of any Claim covered under the policy. Further, you must not do anything or fail to do anything which excludes, limits or prejudices our rights of subrogation.

Privacy statement

In this Privacy section 'we', 'us' or 'our' means Chubb Insurance Australia Limited and Solution Underwriting Agency Pty Ltd, unless specified otherwise.

We are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may

use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia).

In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

You can also download a copy of Solution's Privacy Policy by visiting <http://www.solutionunderwriting.com.au>

1. Proposer details

Legal name and trading names (if any):

Main address (street, state, postcode):

Other business locations:

Telephone number:

Email address:

Website address:

ABN / ACN:

Date established

2. Business description

Please provide a detailed business description including your professional services which are required to be covered by this policy.

3. General information

Does the Insured have operations outside of Australia?

Yes No

If YES, does the Insured have operations in the USA/Canada?

Yes No

If YES, please provide further details:

Within the past 5 years has any claim been made against the proposed Insured or any of its subsidiaries or any principal, partner, director (either as a principal, partner or director of the proposed Insured or any of its subsidiaries, or of any previous business), consultant or employee in respect of the risks to which this proposal relates?

Yes No

If YES, to the above, please provide further details of each Claim, Claim amount and any payments:

After enquiry, is the proposed Insured aware of any facts or circumstances which might afford valid grounds for any future Claim(s) or which would indicate the probability of any such Claim(s) under any section of the cover for which it has applied?

Yes No

Within the last five years, has the proposed Insured been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory body, or any other party?

Yes No

Within the last five years, has the proposed Insured discovered any losses from employee dishonesty, burglary, robbery, disappearances, destruction or forgery?

Yes No

Has the proposed Insured been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which it has applied?

Yes No

Have any Claims ever been made against the Insured or any of its directors, officers or employees for wrongful termination, discrimination, intimidation or sexual harassment?

Yes No

In the past five years, has the proposed Insured had any fine or penalty imposed by, or been served an infringement, improvement or prohibition notice or enforcement order by a Federal, State, Local Government or Regulatory Authority?

Yes No

In the past five years, has the proposed insured had a Workplace or Environmental incident (including a workplace fatality, serious injury or dangerous incident) that either required notification to or warranted investigation by a Regulatory Authority or a compulsory requirement to attend any hearing, inquiry, prosecution or other commission?

Yes No

Have any of the principals, partners or directors of the proposed Insured ever been declared bankrupt, been involved in a company or business which became insolvent or subject to any form of insolvency administration, been convicted of any criminal offence or pecuniary penalty (exceeding \$5,000) or any other matters that should be disclosed?

Yes No

Has the proposed Insured ever had any Insurer decline a proposal or cancel or refused Professional Indemnity, Public Liability or Management Liability Insurance?

Yes No

If YES, please provide full details:

Do you have any Professional Indemnity, Public Liability and / or Management Liability Insurance Cover currently in place?

Yes No

If YES, please state:

	Professional Indemnity	General Liability	Management Liability
a. Name of the Insurer			
b. Limit of Indemnity			
c. Deductible/Excess			
d. Expiry date of the Policy			
e. Retroactive date			

4. Please provide the details of your gross fees/income as detailed below:

	Financial period	Last financial year gross fees \$	Revenue (if different to fees) \$
Previous 12 months (actual)	20__ / 20__		
12 months prior to above (actual)	20__ / 20__		
Next 12 months (estimate)	20__ / 20__		

5. Please provide an approximate percentage breakdown of your turnover and fee income from design and other professional services in the following areas:

Engineering disciplines	Percentage breakdown %
Acoustic engineering	
Chemical engineering	
Civil engineering	
Drafting	
Electrical engineering	
- Process & control systems design	
Environmental engineering	
Geotechnical engineering	
Heating, ventilation, air conditioning engineering	
Hydraulic engineering	
Industrial engineering/design	

Engineering disciplines	Percentage breakdown %
Marine engineering	
Material engineering	
Mechanical engineering	
Mining engineering	
Plumbing engineering	
Project & construction management	
- Construction supervision	
Refrigeration engineering	
Structural engineering	
Expert witness	
Other (please specify)	

Surveying/inspections disciplines	Percentage breakdown %
Aerial, topographic, hydrographic	
Building surveying	
Geodynamic surveying	
Land surveying	
Quantity surveying	
Pre-purchase inspections	
Pest inspections	
Environmental investigation and audit	
Management and business consulting	
Occupational health and safety consulting	
Quality assurance consulting	
Risk and hazard assessments	

Architectural disciplines	Percentage breakdown %
Architecture	
Construction supervision	
Drafting	
Interior design	
Landscape architecture	
Project & construction management	
Town planning	

6. Please indicate the percentage of the firm's fee income derived from the following:

Fees earned from:	Percentage breakdown %
Boundary surveys	
Bridges	
Dams	
Domestic building (<i>excluding flats/units/town houses</i>)	
Fair / exhibition / show ground structure	
Feasibility studies (<i>where not involved in design/ construction</i>)	
Foundations/ underpinning	
Harbours/ jetties	
Heat/ ventilation/ air – conditioning	
High rise buildings (<i>exceeding 3 floors and not otherwise specified</i>)	
Industrial & commercial (less than \$1m)	
Industrial & commercial (greater than \$1m)	
Institutional buildings (<i>ecclesiastical / health / municipal/educational, etc</i>)	
Land reclamation	
Lifting equipment	
Low rise buildings (3 floors or less)	
Marine surveys	
Mechanical plant / bulk handling equipment	
Mines	
Nathers energy rating	
Nuclear/ atomic	
Others (please specify)	
Petro-chemical/ refineries/ fertilisers/ ammonia plants	
Pipelines	
Roads	
Railway	
Sewerage systems	
Soil Testing/ surveys of sub-surface condition	
Tunnels	
Water systems	
Total:	100%

7. Please provide details of the five largest contracts or projects undertaken by the Insured:

Project description/contract	Fees/income \$	Project value \$	Date completed (dd/mm/yy)

8. Information required for Stamp Duty calculation

In respect of gross fees/income for the last financial year, please provide a breakdown by state:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

New South Wales Stamp Duty Exemption:

(tick box if applicable)

- The insured is a CGT small business as defined within the meaning of the *Income Tax Assessment Act 1997* (of the Commonwealth) at the time that the contract of insurance is renewed.

Important - only applies to:

- Insureds with turnover in NSW and who meet definition of a CGT small business
- Professional Indemnity and Public and Product Liability Insurance

9. Employee information

Please state the following:

- a. Total number of employees:
- b. Number of principals, partners, directors:
- c. Number of qualified employees:

Please provide the following details for each of the Insured's principals, partners or directors:

Name	Age	Qualifications	Date qualified	No. years of this practice
			/ /	
			/ /	
			/ /	
			/ /	
			/ /	

d. If previous business cover is required, please complete the following details:

Name of principal, director or partner requiring this coverage	Date left previous business	Are you aware of any claims or circumstances against the previous business? If yes, please provide details
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	

Was the Professional Business conducted at the previous firm as per the details mentioned in Section 2: Professional business. Yes No

If NO, please provide further details of your Professional Business while working at the previous firm:

Are you covered under the previous business policy? Yes No

If YES, please provide further details:

10. Limit of indemnity required

Please select the amount of indemnity required:

- a. \$1,000,000
- b. \$2,000,000
- c. \$4,000,000
- d. \$5,000,000
- e. \$10,000,000

Other – please state:

Declaration

Signing this proposal form does not bind the proposer or the insurer to enter into an insurance contract

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal.
- I have read and understood the Important Notices accompanying this Proposal.
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the Solution Underwriting Agency Pty Ltd Privacy Statement.
- I authorise Solution Underwriting Agency Pty Ltd to collect or disclose any personal information relating to this insurance to or from other insurers or insurance or credit reference services.
- I confirm that the statements and information in this Proposal are true and complete.
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Solution Underwriting Agency Pty Ltd of any change to the information contained in this Proposal.
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract.

To be signed by the insured for whom this insurance is intended for

Signature:

Name:

Position:

Date:

Any queries, please contact us

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