



Engineers 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 Great Lakes Australia and Solution, unless specified otherwise.

We are committed to the safe and careful use of your personal information in the manner required by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your policy and respond to any Claim that you make. To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities in overseas countries to enable us to assess your application, to administer and manage your policy and to respond to any Claim that you make. If you consent to the disclosure of your personal information to overseas recipients, and the overseas recipient handles your personal information in a way other than in accordance with the Australian privacy laws, we may not be responsible for the handling of your personal information by the overseas recipient.

If you choose not to provide your personal information and/or choose not to consent and/or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any Claim that you make.

Our Privacy Policies contain information on how you may access personal information that each of us hold, or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled. If you require more information, you can access the Great Lakes Australia Privacy Policy and Privacy Statement at www.munichre.com/io/gla/en/privacy_statement.aspx. You can also download a copy of Solution's Privacy Policy by visiting http://www.solutionunderwriting.com.au/uploads/downloads/Privacy_Policy_Statement.pdf

General insurance code of practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.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 company have operations outside of australia

Yes No

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

Yes No

If YES, please provide further details:

Have any claims been made against the company for professional negligence, error or omission in the last 5 years?

Yes No

If YES, please provide further details of the claim, the claim amount and any payments:

Is the proposer aware, after enquiry, of any circumstances or incident, which may give rise to a claim?

Yes No

If YES, please provide further details:

Do you have any professional indemnity insurance cover currently in place?

Yes No

If YES, please state:

a. Name of the insurer:

b. Limit of indemnity:

c. Deductible/Excess:

d. Expiry date of the policy:

e. Retroactivity date:

4. Income details

Please provide a breakdown of your gross fees/income by professional business for the last financial year and the current financial year, either by stating the whole amounts in Australian dollar (\$) or the percentage:

Fees earned from:	Percentage breakdown %	Last financial year's gross fees \$	Current financial year's gross fees \$
Structural engineering			
Civil engineering			
Mechanical engineering			
Hydraulic engineering			
Electrical engineering			
Heating/ventilation/air			
Conditioning engineering			
Refrigeration engineering			
Plumbing engineering			
Expert witness			
Other (Please specify)			
Total	100%		

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

Fees earned from:	Percentage breakdown %
Domestic building (excluding flats/units/town houses)	
Commercial buildings (including flats/units/town houses)	
High rise buildings (exceeding 3 floors and not otherwise specified)	
Institutional buildings (ecclesiastical/ health/ municipal/educational, etc)	
Feasibility studies (where not involved in design/ construction)	
Soil testing/surveys of sub – surface condition	
Sewerage systems	
Water systems	
Industrial building	
Marine surveys	
Bridges	
Tunnels	
Dams	
Mines	
Harbours/jetties	
Boundary surveys	
Mechanical plant/ bulk handling equipment	
Fair/ exhibition/ show ground structure	
Heat/ ventilation/ air – conditioning	
Petro-chemical/ refineries/ fertilisers/ ammonia plants	
Nuclear/atomic	
Land reclamation	
Foundations/underpinning	
Others (please specify)	
Total	100%

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

Please provide details of the 5 largest contracts or projects undertaken by the Insured:

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

5. 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
			/ /	
			/ /	
			/ /	
			/ /	
			/ /	

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:

6: Limit of indemnity required

Please select the amount of indemnity require:

- a. \$250,000
- b. \$500,000
- c. \$750,000
- d. \$1,000,000
- e. \$2,000,000
- f. \$4,000,000
- g. \$5,000,000
- h. \$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:	<input type="text"/>
Name:	<input type="text"/>
Position:	<input type="text"/>
Date:	<input type="text" value="/ /"/>

Any queries, please contact us

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