



# Chubb Insurance Company of Australia Limited

ABN 69 003 710 647 A.F.S. Licence No: 239778

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## PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM

### Completing the Proposal Form

- Please read the "Statutory Notice" before completing this proposal form.
- Please answer all questions in full leaving no blank spaces.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

Professional Indemnity Insurance is written on a claims made basis. Except as otherwise provided, this policy will cover only claims first made against the insured during the policy period.

**PLEASE READ THE ENTIRE POLICY AND THE PROPOSAL FORM CAREFULLY**

### A. NAME AND NATURE OF BUSINESS

1. Name of Applicant: \_\_\_\_\_ Years in business: \_\_\_\_\_

2. Applicant's Principal Address: \_\_\_\_\_

3. Complete the following information

Description of Professional Services provided by Applicant	% of Total Fees	Total Fees (prior year)	Total Fees (current year)	Total Fees (est next year)

4. Has the Applicant been profitable for the last two years?  Yes  No  
If no – please attach details

5. Particulars of Principals/Directors

Name	Qualifications	Years Experience	Memberships of Professional Associations

6. Indicate details of current staff numbers:

Partners/principals/directors \_\_\_\_\_

Other qualified/technical personnel \_\_\_\_\_

Administration and clerical personnel \_\_\_\_\_

7. Does the Applicant derive more than 30% of it's total fees from services provided to any one client?  Yes  No  
If yes – please attach details.

8. Does the Applicant conduct any business in North America?  
If yes – please attach details.  Yes  No
9. Does the Applicant require cover for incorporated Joint Ventures? If yes, please attach details.  Yes  No
10. Does the Applicant engage consultants, sub-contractors or agents?  
If yes:  Yes  No
- (a) What % of the Applicant's total fees are derived from contractors? \_\_\_\_\_%
- (b) Are they required to carry their own Professional Indemnity Insurance?  Yes  No
- (c) Does the Applicant enter any hold-harmless agreements or otherwise waive any legal rights or entitlements which may be available against such consultant, sub-contractors or agents?  Yes  No

**B. RISK MANAGEMENT**

11. Are written disclaimers included with any advice provided by the Applicant?  
If yes, please provide an example.  Yes  No
12. Are verbal reports or advice always confirmed in writing?  
If no, please advise what percentage of reports fall into this category: \_\_\_\_\_%  Yes  No
13. Does the Applicant use standard written service agreements for all advice provided?  
 Always  Sometimes  Never
14. Does the Applicant provide warranties or guarantees?  Yes  No
15. Does the Applicant ever assume liability for others by contract?  Yes  No
16. Does the Applicant describe services in a brochure or promotional material?  
If yes, please attach a sample.  Yes  No

**C. ANNOUNCED CHANGES**

17. Has the Applicant publicly revealed that it has under consideration at the present time any acquisitions, tender offers or mergers?  
If yes, please attach details  Yes  No
18. Are there at the present time any proposals of which the Applicant is aware relating to its acquisition by any other company? If yes, please attach details  Yes  No

**D. PAST ACTIVITIES**

19. Has the Applicant ever been refused this type of cover or had a similar policy cancelled or non renewed?  
If yes, please provide details: \_\_\_\_\_  Yes  No
20. Does the Applicant currently have professional indemnity insurance?  
If yes provide the following:  Yes  No

Insurer	Limits	Deductible	Policy Period
_____	\$ _____	\$ _____	_____

**E. PRIOR KNOWLEDGE/WARRANTY**

**Note:** This section need not be completed if this proposal is with respect to a **renewal** of a current Chubb Insurance Company of Australia Limited Professional Indemnity insurance policy.

21. Has the Applicant or any person proposed for coverage given notice under the provisions of any prior or current Professional Indemnity insurance policy or similar insurance of facts or circumstances which might give rise to a claim being made against any such person?  
If yes, please attach details  Yes  No



## STATUTORY NOTICE

### **A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE**

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, 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 any 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 their 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.

### **B CLAIMS MADE DURING THE PERIOD OF INSURANCE**

This policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred. When you give notice in writing to us of facts that might give rise to a claim against you and you give that notice as soon as reasonably practicable after you become aware of those facts but before the cover provided by your insurance contract with us expires, we cannot refuse to cover you by reason only of the fact that the claim against you is actually made after that expiry date.

### **C SUBROGATION**

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.

## **OTHER IMPORTANT INFORMATION**

### **D UTMOST GOOD FAITH**

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

### **E NOT A RENEWABLE CONTRACT**

Cover under this policy will terminate at expiry of the Period of Insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

### **F CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.