

Professional Indemnity Insurance for Designers

IMPORTANT NOTICES:

Claims Made Policy

This Proposal is for a policy issued by the insurer 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 the insurer 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.

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.

Your Duty of Disclosure

Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty 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, upon 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 of disclosure is waived by the insurer.

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.

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.

Policy Cancellation

In the event of policy cancellation by the insured, a short-term premium charge will apply.

Privacy Statement

Insurance House is bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy.

We may disclose your information to third parties involved in this process, such as the insurer, lawyers, claims adjusters, and others appointed by the insurer.

If you do not provide all or part of the information required, we may not be able to consider your application for insurance, we may not be able to administer your policy or assess or handle claims under your policy, or you may breach your Duty of Disclosure.

You can request access to the personal information by contacting our office at the address shown on this Proposal.

SECTION 1: DETAILS OF THE INSURED

1. Insured Entity and Trading Names:
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-
2. Name of any prior corporate entities:
-
-
3. Postal Address:
4. Telephone Number: () 5. Fax Number: ()
6. Email Address:
7. ABN No: 8. Date of Commencement: / /
9. What association(s) are you a member of:

SECTION 2: PROFESSIONAL BUSINESS

1. Please provide a percentage breakdown of your **past and present** professional business activities - must total 100%

(a) Building design, drafting and detailing of:

- | | |
|---|---|
| i. Residential, domestic dwellings, flats, town houses, commercial premises up to 4 floors | % |
| ii. Residential, domestic dwellings, flats, town houses, commercial premises above 4 floors | % |
| iii. Institutional premises and high rise buildings up to 4 floors | % |
| iv. Institutional premises and high rise buildings above 4 floors | % |
| (b) Safe Design Reports | % |
| (c) Architectural Drafting | % |
| (d) Contract Administration | % |
| (e) Interior Design | % |
| (f) Town Planning | % |
| (g) Energy and sustainability rating | % |
| (h) Landscape Architecture | % |
| (i) Feasibility Studies | % |
| (j) Project Management | % |
| (k) Construction Management | % |
| (l) Other, please specify | % |
| (m) Other, please specify | % |

TOTAL

100%

SECTION 3: CLAIMS INFORMATION

1. In the past 10 years have any professional indemnity claims been made against you? No Yes

If yes you MUST provide on letterhead, the year of the claim, name of claimant, nature of the claim, if the claim is finalised and what the amount paid or reserve is.

2. In the past 10 years are you aware, after enquiry of any circumstances which may give rise to a claim? No Yes

If yes you MUST provide on letterhead, the year of the circumstance, name of claimant, nature of the claim, if the claim is finalised and what the amount paid or reserve is.

SECTION 4: INSURANCE HISTORY

1. Do you have any professional indemnity insurance cover currently in place? If YES, please state: Yes No

Expiry date: / / Policy limit: \$

Insurer:

SECTION 5: INCOME DETAILS

1. Please provide your gross income for:

Last 12 months \$ Next 12 months \$

2. In respect of gross income for the last 12 months, please provide a breakdown by State:

| NSW | ACT | QLD | VIC | TAS | SA | WA | NT | Overseas |
|-----|-----|-----|-----|-----|----|----|----|----------|
| % | % | % | % | % | % | % | % | % |

3. If any gross fees/income was earned for the last 12 months outside of Australia, please provide full details below:

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SECTION 6: EMPLOYEE INFORMATION

1. Please state the following:

a. Number of principals:

b. Professional staff (not including above):

c. All other staff (not included above):

d. Total staff numbers:

2. Please provide the following details for each principal and registered building practitioner:

| Name | Qualifications | Years of experience | Are you a registered Architect | If registered as an Architect are you also practicing as an Architect? |
|------|----------------|---------------------|--------------------------------|--|
| | | | | |
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SECTION 7: LIMIT OF INDEMNITY REQUIRED Please select the limit of Indemnity required:

| | | |
|---|---------------------------------------|--|
| Professional Indemnity Insurance (optional) | Public Liability Insurance (optional) | Contents/Building Insurance |
| \$500,000 <input type="checkbox"/> | \$5,000,000 <input type="checkbox"/> | Yes, please contact <input type="checkbox"/> |
| \$1,000,000 <input type="checkbox"/> | \$10,000,000 <input type="checkbox"/> | |
| \$2,000,000 <input type="checkbox"/> | \$20,000,000 <input type="checkbox"/> | |
| \$3,000,000 <input type="checkbox"/> | | |
| \$4,000,000 <input type="checkbox"/> | | |
| \$5,000,000 <input type="checkbox"/> | | |

SECTION 8: DECLARATION

SIGNING THIS FORM DOES NOT BIND YOU OR THE INSURER TO COMPLETE THIS INSURANCE

After enquiry, the undersigned declares that the statements and particulars in this proposal are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agrees that should any of the information given alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice to Insurance House. The undersigned acknowledges having read and understood the Important Notices to this proposal.

SIGNATURE DATE

NAME POSITION

Once complete please return to Insurance House either by fax, mail or email.