



Professional Indemnity (Miscellaneous) Proposal Form

Important Notices:

Please read the following advice before completion of this Proposal Form

- The persons whose interests are to be insured under this policy should understand the terms, definitions and cover provided by this policy by reference to our Policy Wording. It is available from Your Insurance Adviser or our Website.
- When SRS Underwriting Agency Pty Ltd place this policy of insurance under an authority given to us by the Insurer, we will be effecting the contract as Agent of the Insurer.

Claims Made Policy

This Proposal is for a claims made Policy. This means that the policy only responds to:

- Claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy, and
- Events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period.

It is therefore advisable to renew the policy each year on a claims made basis with retroactive cover for past activities.

Your Duty of Disclosure.

When we provide Insurance terms for you, whether for a new policy, renewal of a policy or changes to or reinstatement of your policy, we rely on the information you provide to us. You must tell us anything that you know, or should know, that could affect

- Our decision to insure you,
- the amount of the premium we charge you or
- whether we should impose special conditions to this cover.

You do not need to tell us about anything which:

- Reduces the likelihood of a claim
- Is of common knowledge
- We know, or as an Insurer should know
- We indicate that we do not want to know

What you must tell us. When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us. It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the policy.

If you do not tell us. If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed

Privacy Statement

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you do not provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, ask us for a copy or visit our website.

No Cover if Rights "Signed Away"

This policy does not cover loss, destruction, damage or legal liability in respect of which any right which you may otherwise have had against any person, company or partnership is excluded or limited by reason of any agreement you may enter into.

Please be careful before you sign anything that you do not jeopardise your entitlement to be covered under this Policy.

BRISBANE

Level 6, 200 Mary Street
Brisbane QLD 4000

GPO Box 1635
Brisbane QLD 4001

Phone: +61 7 3002 3000
Fax: +61 7 3002 3077

SYDNEY

Level 3, 77 King Street
Sydney NSW 2000

GPO Box 4431
Sydney NSW 2001

Phone: +61 2 9323 5000
Fax: +61 2 9323 5077

MELBOURNE

Level 10, 520 Collins Street
Melbourne VIC 3000

PO Box 230
Collins Street West VIC 8007

Phone: +61 3 9810 0600
Fax: +61 3 9810 0650

www.srs.com.au

info@srs.com.au

SRS Underwriting Agency Pty Ltd
ABN 89 113 929 516
AFSL 290518

Interests Covered

Unless this insurance is otherwise extended, the insurance proposed here will, when incepted, cover only the interests of those persons/entities specifically named in this proposal and accepted by us. It will not cover the interests of any other persons / entities.

Alteration to your Business

The Insured must notify us in writing within 7 days of any material alteration to the Insured's Professional Business, including but not limited to:

- Any material alteration made or permitted by the Insured to the nature of the Insured's Professional Business; any acquisition by the Insured of, or merger of the Insured with, any other business, whether or not of the same nature as the Insured's Professional Business;
- (where the Insured is a natural person) the Insured becoming a bankrupt or entering into a debt agreement under Part IX of the Bankruptcy Act or entering into an arrangement with creditors under Part X of the Bankruptcy Act, or (where the Insured is a firm or body corporate) the appointment of an administrator, receiver, provisional liquidator or liquidator to the Insured;
- If an Insured's statutory registration or registration with their professional association is cancelled, suspended or has conditions imposed.

Please note if there is insufficient space provided to fully answer any question, please attach an additional sheet of paper with the extra information as required. All such attachments will form part of your application for insurance and be subject to the Declaration on the last page of this Proposal.

Please answer all questions. Any question left unanswered or answered as known to broker or insurer or otherwise answered in an incomplete way may delay the processing of your request for this insurance. **Ensure the cover you request is adequate for your requirements.**

Your Insurance adviser can assist you to complete this form. They will send it to us so that we may quote on your insurance request.

Please print and/or tick the appropriate answers to the all questions below.

Date you require cover to commence:

1. Proposer(s)

Please provide the full name of all persons and/or entities to be insured (it is essential to specify the names of all entities including service, administration or nominee companies and subsidiaries that are to be covered by the policy):

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2. Address of main office:

Address: Postcode:
Phone: Fax:
Website:

3. Address of branch offices or other locations:

1.
2.
3.
4.

4. Date on which the Firm was established: Day: Month: Year:

5. Please describe the precise nature of your Professional Business practice:

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Please attach copies of any brochures or documentation which may assist us to understand your business.

6. Has the name of the person, firm or incorporated body been changed, or has any other business been purchased or has any merger or consolidation of your business taken place? Yes or No

If Yes, please provide details in chronological order:
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.....

7. Principal's Previous Business

(i) Have any of the Principals conducted a previous business? Yes or No

If Yes, please advise the trading name of all prior professional business practices:
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.....

(ii) Date name changed or practice ceased:

8. Please advise the total number of partners / staff:

	Full Time	Part Time
(i) Principals
(ii) Qualified Employees (Accountants / Consultants):
(iii) All other staff:
Total:

9. Please supply the following details for all Principals:

Name of Principal	Age	Qualifications and Date Qualified (accounting and other qualifications)	Professional Associations belonged to	How long practising as Partner / Director	
				This Firm	Previous Firm

10. Are written disclaimers included with advice being given? Yes or No

If Yes, please provide an example:

11. Are verbal reports or advice always confirmed in writing? Yes or No

If No,
 (i) What is the approximate percentage of reports that have been given in the last 12 months as verbal reports:%
 (ii) Please provide clear details of the nature and type of advice given:

12. Please categorise the activities undertaken and indicate the percentage of your total income that each activity represents:

Activity	Percentage
.....%
.....%
.....%
.....%
.....%
.....%
.....%

13. Joint Ventures

Have you or any Principal been (or are they) a member of any Joint Venture? Yes or No

If Yes, please provide description and nature of the Joint Venture project:

Additional information may be requested depending on the nature, size and type of Joint Venture.

14. Overseas Work

Have you every undertaken, or are you likely to undertake, work outside of Australia or New Zealand? Yes or No

If Yes, please complete the following table:

Country of Work	Branch / Representation	Dates of Commencement and Closure	Annual Income	Type of Work

15. For Sole Traders Only

What arrangements do you have to cover the practice during your temporary absence whilst away on business or leave:

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16. Does any one client (or group of companies) account for more than 20% of your income? Yes or No

If Yes, please advise, in respect of each client, the approximate percentage of your income involved and explain your relationship with the client and the nature of the work involved.

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17. Please provide a brief description and fees for the five largest contracts undertaken over the past five years.

Brief Description of Contract	Fees
1.....	\$.....
2.....	\$.....
3.....	\$.....
4.....	\$.....
5.....	\$.....

18. Fee Income

(i) Please advise your Gross Professional Fees for the last 12 months (include fees paid to sub-consultants appointed by you, but exclude fees for disbursement to consultants appointed by your client together with travelling, accommodation or similar expenses reimbursed by your client)

Australia: \$..... Overseas: \$.....

(ii) Please provide a percentage breakdown of the fee income shown above by State or Territory:

NSW:% VIC:% QLD:% SA:% NT:%
WA:% ACT:% TAS:% Overseas:%

(iii) Please advise your Estimated Gross Professional Fees for the next 12 months (include fees paid to sub-consultants appointed by you, but exclude fees for disbursement to consultants appointed by your client together with travelling, accommodation or similar expenses reimbursed by your client)

Australia: \$..... Overseas: \$.....

19. Please indicate the extensions required:

- Loss of Documents (Property Damage)
- Libel and Slander
- Trade Practices Act / Fair Trading Act
- One Automatic Reinstatement
- Fidelity
- Outgoing Principals
- Previous Business
- Dishonesty of Employees
- Retroactive Liability

20. Risk Management

- (i) Do you have and follow documented risk management and quality control procedures? Yes or No
- (ii) Are these risk management procedures regularly reviewed and updated to the appropriate standards applying to your industry? Yes or No
- (iii) Are all appropriate staff members familiar with these procedures and/or standards? Yes or No
- (iv) Do you and your staff attend regular continuing education programs that are provided by your Professional Association or industry bodies or groups? Yes or No

If you have answered No to any of the above, please provide full details:
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21. Claims and Circumstances

- (i) Has any Claim been made, or has negligence been alleged, against you or any of the present or former Principals, or have any circumstances which may give rise to a Claim been notified to insurers? Yes or No

If Yes, please provide details:

<i>Year Notified</i>	<i>Insured With</i>	<i>Claimant</i>	<i>Nature of Claim</i>	<i>Amount Paid and/or Outstanding</i>
				\$
				\$
				\$
				\$
				\$

- (ii) Are there any circumstances not already notified to insurers which may give rise to a Claim against you or any prior corporate practice or any of the present or former Principals? Yes or No

If Yes, please provide details:

<i>Name of Practice and Principal</i>	<i>Claimant</i>	<i>Nature of Claim</i>	<i>Estimate</i>
			\$
			\$
			\$
			\$
			\$

- (iii) Are there any Claims against previous practices that have been identified in this Proposal, which may give rise to a Claim against either a Principal or you? Yes or No

If Yes, please provide details:

<i>Name of Practice and Principal</i>	<i>Claimant</i>	<i>Nature of Claim</i>	<i>Amount Paid and/or Outstanding</i>
			\$
			\$
			\$
			\$
			\$

- 22.** Has any Principal and/or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes or No

If Yes, please provide full details:

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23. Cover Required

- (i) Amount of indemnity required: \$
- (ii) Excess requested: \$

24. Retroactive Cover

Retroactive cover extends the policy liability arising from work carried out prior to the inception of the policy to which this Proposal relates. There will be no cover for claims arising from a Known Circumstance at or prior to policy inception.

Do you require retroactive cover (which may be subject to an additional premium)? Yes or No

If Yes, please state the date from which retroactive cover is required:

25. Insurance History

Are you currently insured for Professional Indemnity? Yes or No

(i) If No, have you ever been insured for Professional Indemnity? Yes or No

(ii) If Yes, please complete the table below for the last 3 years you were insured:

<i>Name of Insurer</i>	<i>Period Insured</i>	<i>Sum Insured</i>	<i>Excess</i>
		\$	\$
		\$	\$
		\$	\$

26. Have you ever had a liability or professional indemnity insurer:

(i) decline a proposal? Yes or No

(ii) impose special terms on your insurance? Yes or No

(iii) decline to renew your insurance? Yes or No

(iv) cancel your insurance? Yes or No

If you have answered Yes to any of the above, please provide full details:

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27. Duty of Disclosure

Are there any other matters to disclose to us to fulfil your Duty of Disclosure (refer Page 1)? Yes or No

If Yes, please provide relevant details:.....

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Declaration and agreement:

I/We acknowledge that no cover is provided unless and until, underwriters advise in writing of the cover and terms which they can provide, this cover and terms is then accepted by the Insured, Underwriters are advised of acceptance of their cover and terms offer and SRS acknowledges to the Insured that Cover is provided.

If additional pages are attached for inclusion in this proposal they form part of this proposal.

The answers and information given by me/us in this proposal are true and correct in all respects.

Where answers in this proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree that they are correct and that the other person who completed this form did so as my Agent.

I/We acknowledge having been clearly informed of and understand the effect of all of the Notices on Page 1 and 2 of this Form.

I/We authorise SRS to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to or which may impact on this insurance cover, and any other insurances held by me/us and claims under those insurances.

By signing this application, I/We agree to SRS collecting, using and disclosing my/our personal information, including sensitive information if applicable, in accordance with the Privacy Statement and the SRS Privacy policy.

Name of Business:

Signature/s:.....
 (This Proposal should be signed by a Principal, Partner or Director of the Proposed Insured)

Title of Signatory:

Full Name of such Person:

Date:.....