



**ZURICH**<sup>®</sup>

# Professional Indemnity

## Proposal form

### Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The terms proposer, whenever used in this proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this proposal.
4. The terms policyholder and subsidiaries have the same meaning in this proposal form as in the policy.

### Statutory Notice – Section 40 Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with but does not form part of the policy.

This policy is a 'Claims Made' liability insurance policy. It only provides cover if:

- A claim is made against an insured entity, by some other person, during the period when the policy is in force; and
- The claim arises out of circumstances committed, attempted or alleged to have been committed or attempted after the inception date stipulated in the schedule.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an insured entity becomes aware, during the period when the policy is in force, of any occurrence or fact which might give rise to a loss against them by some other person, then provided that the policyholder notifies Zurich of the matter before this policy expires, Zurich may not refuse to indemnify merely because a loss resulting from the matter is not made against the insured entities while the policy is in force.

If the policyholder, inadvertently or otherwise, does not notify the relevant occurrence or facts to Zurich before the expiry of the policy, the insured entities will not have the benefit of section 40(3) and Zurich may refuse to pay any subsequent loss, notwithstanding that the events giving rise to it or the circumstances alleged in it may have taken place during the policy period.

### Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

**1 Personal information**

1. Full name of person/s or organisation to be insured including trading name/s (the business). Where the Applicant is a company, please give the name of the company and their subsidiaries requiring cover

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2. Address State Postcode

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3. Please state the addresses of all other locations from which the business operates including any overseas locations

Address State Postcode

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Address State Postcode

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Address State Postcode

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4. Does the Applicant have a website on the Internet? Yes  No  If Yes, please provide URL

Email address

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**2 The business**

5. On what date was the business established? / /

Please give a complete description of the business and professional activities including details of any advice given and/or services provided

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6. (a) Has the name of the business ever been changed? Yes  No

(b) Has any other practice or business amalgamated or merged with you? Yes  No

(c) Have you purchased any other business or practice? Yes  No

If you have answered Yes to either (a), (b) or (c), please supply details

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7. Does the business envisage that any changes in ownership or operations may take place over the next 12 months? Yes  No

If 'Yes', please provide details

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8. Please supply details in respect of the total number of:

Principal/partners/directors	
Non-technical administrative staff	
Professional qualified staff	
Clerical staff – typists, receptionists etc.	
Other technical staff	
Other staff (please specify)	
Trainee staff	
<b>Total</b>	

(Please enclose curriculum vitae or resumes for all principals/partners/directors detailing qualifications and a summary of career experience)

**2 The business (continued)**

9. In respect of each principal, partner or director of the business, please provide the following details:

Name	Age	Qualifications	Date qualified	Years with this firm	Name and number of years with previous firm

10. Are any of the principals, partners or directors financially or otherwise associated with any other business? Yes  No   
 If 'Yes', please provide details

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11. Please list the professional bodies or associations to which the Applicant belongs

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**Questions 12 and 13 for Sole Proprietors Only**

12. State the experience of your assistants and their length of service

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13. What arrangements do you have to assist you during your temporary absence on business, leave or sickness, or unforeseen emergency?

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14. Please advise date of your Financial Year End                    /                    /

15. Please provide the following details of the business gross income (including all subsidiaries requiring cover)

	Australia/NZ	Overseas
(a) Estimate of fees/turnover for the current financial year	\$	\$
(b) Fees/turnover received or rendered during the last financial year	\$	\$
(c) Fees/turnover received or rendered during the previous financial year	\$	\$
(d) Please provide the amount of the largest annual fee for any one client	\$	\$

(e) Please indicate whether figures above represent:

Fees            OR             Gross Turnover

(f) What countries do the overseas component represent?

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16. Please indicate the approximate percentage of fee/turnover derived in each state or overseas or alternatively the number of staff in each state or overseas

	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
<b>Staff</b>									
<b>Income</b>	%	%	%	%	%	%	%	%	%

**2 The business (continued)**

17. Please divide the business activities into categories according to the type of work and indicate the approximate percentage of income derived from each category

Type of work	Percentage
	%
	%
	%
	%
	%
	%
	%
	%

18. Does the applicant undertake any work which involve them in:

(a) manufacturing, construction, erection or installation? Yes  No

If Yes, state what percentage of the fees declared relates to such contracts %

(b) the supply of materials, plant, goods, or equipment? Yes  No

If Yes:

(i) does the supply relate to branded products only? Yes  No

(ii) do the products originate from suppliers outside Australia? Yes  No

If Yes to (b) (i) or (ii) above, please give details of products and name and location of suppliers

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(iii) what proportion of the fees declared relates to such contracts? %

19. Please provide details of the business 5 largest contracts undertaken during the last 7 years

Particulars	Contract value	Year	Contract fees
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

20. Does any one client account for more than 50% of the business annual income? Yes  No

If Yes, please provide details

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Client's name

Nature of services provided to the client

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Income received from the client \$

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**2 The business (continued)**

21. (a) Does the business provide written reports to clients? Yes  No   
 (If Yes, please attach copies including any disclaimers)

(b) Are verbal reports always confirmed in writing? Yes  No   
 If No, how do you substantiate such verbal reports?

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22. Do you engage consultants, sub-contractors or agents? Yes  No

If Yes:

(a) do you insist they carry their own Professional Indemnity Insurance? Yes  No

(b) do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes  No

(c) please advise which percentage of your fees/turnover is outsourced to sub-contractors %

**3 Details of cover**

23. Does the business presently carry or has the business ever carried Professional Indemnity Insurance? Yes  No

If 'Yes', please supply the following details

Insurer .....

Expiry date            /            / .....

Limit of Indemnity    \$ .....

Excess                    \$ .....

**Application for Cover**

Limit of Indemnity required                    \$ .....

Excess required (each & every claim)        \$ .....

**4 Claim information**

24. Has the business or any principal, partner or director ever been refused Insurance of the type proposed, had a similar policy cancelled or had special terms imposed? Yes  No

25. Have any claim/s ever been made against the business or its predecessors or against any present or past principals, partners or directors? Yes  No

If Yes, please provide details

Date matter notified	Name of insurer (if any)	Name of claimant or potential claimant	Brief description of matter	Amount paid or estimate of potential liability	Is matter finalised or outstanding?

**4 Claim information (continued)**

26. Are any of the principals, partners or directors aware, after enquiry of all staff, managers and contractors, of any facts or circumstances which may give rise to a claim or claims of the type insured by this policy? Yes  No

If Yes, please provide details

Name of claimant or potential claimant	Brief description of matter	Estimate of potential liability

27. Are any of the principals, partners or directors aware, after enquiry of all staff, managers and contractors, of any accounts overdue for payment where there is reason to believe that the client is dissatisfied with the professional services rendered? Yes  No

If Yes, please provide details

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**5 Declaration**

Signature of this form does not bind the Applicant or the insurers to complete the insurance.

I/we hereby declare that the statements and particulars in this proposal are true and that I/we have not mis-stated or suppressed any material facts. I/we agree that this proposal form with any other information supplied on behalf of the business shall form the basis of any Contract of Insurance effected thereon. I/we undertake to inform the Insurer of any material alteration to these facts whether occurring before or after completion of the Contract of Insurance.

For and on behalf of

Signature of Partner, Principal or Director 	Date / /
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