

Miscellaneous Professional Indemnity

Proposal Form

Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- 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.
- Whenever used in this proposal form, the term ‘Applicant’ shall mean the Company and all its Subsidiaries as described in the policy wording. Any other capitalised words have the same meaning as the policy wording.

Details of Applicant

1. Please advise the full legal name of each current incorporated company, unincorporated business, trading name or entity to be insured:

Organisation	Date Established	ABN Number	Website Address

2. Applicant's Principal address:

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Details of Principals/Directors/Partners

1. Please provide the following details:

Name of Principals/Directors/Partners	Age	Professional Qualifications	Institute/Association Membership	Years Practicing as Principal	
				Current Practice	Previous Unrelated Practice

2. Please identify the total number of:

Principals/Directors/Partners		Sales Staff	
Professionally Qualified Staff		Clerical Staff e.g. Receptionists etc.	
Other Technical Staff		Other Staff, please specify:	
Trainee Staff		Total Staff Numbers	

Professional Services Description

Note: Dependent on the nature of the Professional Services, the Applicant may be required to complete an additional separate Supplementary Proposal Form.

1. a) Describe the precise nature of the Applicant's professional services:

b) Please list the activities which make up the Applicant's professional services in the space provided below. Beside each activity, please state the approximate percentage of fees/turnover derived from each of those individual activities:

	%
	%
	%
	%
	%
	%
Total	100%

2. Does the Applicant anticipate any substantial changes to its activities during the next twelve (12) months? Yes No

If Yes, please provide details:

3. Has the Applicant or any Subsidiary:

a) Changed activities from those described above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Changed names in any of the last seven (7) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Merged or amalgamated with any other entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Is any principal, director or partner connected (financially or otherwise) with any other business or practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to any of the above questions is Yes, please provide details:

4. Has the Applicant or any Subsidiary ever engaged in or had a share of an entity engaged in:

a) Construction, fabrication, erection or any form of building contracting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Real estate development?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Manufacture, sale or distribution of any product or process or patented production process?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. a) Provide details of the three (3) largest contracts undertaken during the last four (4) years:

Contract/Project Description	Project Length	Project Value (if applicable)	Fee/Income
		\$	\$
		\$	\$
		\$	\$

b) If any of the above is a new operation, indicate the scope of works anticipated:

6. Does the Applicant always confirm verbal reports and verbal advice that it provides, in writing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does any contract represent more than fifty percent (50%) of the Applicant's work or income?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If Yes, please provide details:

8. Does the Applicant engage consultants, sub-contractors or agents?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, are they required to carry their own Professional Indemnity insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Does the Applicant ever, when negotiating agreements or otherwise, waive any legal right or entitlement that they may have against a sub-contractor, consultant or agent?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

Fees/Insurance Details

1. Please advise the following:

	Australia	Overseas
a) Gross fee/income earned for the last twelve (12) months (excluding GST)	A\$	A\$
b) Estimated gross fee/income for the next twelve (12) months (excluding GST)	A\$	A\$
c) Largest annual fee from any one client	A\$	A\$
d) Approximate average annual fee for any one client	A\$	A\$

If overseas work is completed, please provide details of the work completed and countries in which the clients are located or work is undertaken:

Loss History

1. In the last 5 years, have any claims for negligence or breach of professional duty been made against the Applicant's business or any predecessors in business or any prior practice of any of their present or former principals, directors or partners, or have circumstances been notified to insurer(s) which may give rise to a claim? If Yes, please provide details: Yes No

Date Notified	Name of Insurer	Brief Description of Matter	Open/Closed	Amount Paid or Estimate Outstanding
				\$
				\$
				\$
				\$

2. After enquiry, are any of the directors, principals or partners aware of any fact or circumstance which may give rise to a claim against the Applicant or any other prior practice or business of the Applicant's present principals, directors or partners? If Yes, please provide details: Yes No

Name of Claimant/Potential Claimant	Brief Description of Matter	Estimated Potential Liability
		\$
		\$
		\$

3. Have any principals, directors, partners or staff members ever been the subject of disciplinary proceedings for professional misconduct? Yes No

If Yes, please provide details:

4. Are any of the Applicant's principals, directors, partners or staff members aware of any inquiry (including coronial inquiry or any inquiry under the disciplinary rules of a professional association of which they are a member) or other similar process relating to or connected with the affairs of the Applicant's business of which your attendance may be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

Prior Insurance

1. Does the Applicant currently carry Professional Indemnity insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

Insurer	Expiry Date	Limit	Deductible
		\$	\$

2. In respect of the Applicant and any of its principals, directors or partners, have any Professional Indemnity insurer(s):

a) Declined this type of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Imposed special or unusual terms or restrictions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Declined to renew/continue insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Cancelled insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to any of the above questions is Yes, please provide details:

Limit and Deductible Required

Please tick the applicable limit and deductible option required:

Limit	Deductible
<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 Other: \$	<input type="checkbox"/> \$2,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$20,000 Other: \$

Stamp Duty

Approximate percentage of gross fee/income for the last twelve (12) months from each state, territory and overseas.

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S

Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably practicable should any of the above information change between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed			
Title		Date	

Statutory Notice

For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means “we”, “us” and “our”.

Duty of Disclosure

Your 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.

What You do not need to tell Us

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.

Where your policy is claims made and notified the following will apply

If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

Claims Made And Claims Made And Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification Of Facts That Might Give Rise To A Claim

Section 40(3) of the Insurance Contracts Act 1984 (Cth) (“ICA”) only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by your policy.

Other Important Information

Subrogation

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to be unreasonably withheld or delayed), you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our 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 your policy.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that both parties to the contract, including third parties, 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 us. Our failure to do so could result in a civil penalty.

Not a Renewable Contract

Cover under your 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 your current policy so that terms of insurance and quotation/s can be agreed.

Change of Risk or Circumstances

It is vital that you advise us as soon as reasonably practicable of any departure from your “normal” form of business (i.e. that which has already been conveyed to us).

For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within your policy. You can contact us using the below details under ‘Contact Us’.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: CustomerService.AUNZ@chubb.com

Fax: +61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907 Sydney NSW 2001

+61 2 9335 3200

Privacy.AU@chubb.com.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure as well as individuals purchasing travel and personal accident insurance.

More information can be found at www.chubb.com/au.

Contact Us

Chubb Insurance Australia Limited

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www.chubb.com/au

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