



EXCESS SOLICITORS PROPOSAL FORM

PROFESSIONAL INDEMNITY

London Australia Underwriting Pty Ltd

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Australia 2060

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IMPORTANT NOTICES

Pursuant to the provisions of the *Insurance Contracts Act 1984*, Underwriters are required to notify you of the following relevant information.

Your Duty of Disclosure

In accordance with the provisions of the *Insurance Contracts Act 1984*, you have a duty to disclose to the Underwriter every matter that you know, or could reasonably be expected to know, that is relevant to the Underwriter's decision whether to accept the risk of the insurance and, if so, on what terms, throughout the duration of this Policy.

This duty does not require disclosure of matters that diminish the risk to be undertaken by the Underwriter, that are common knowledge, or that the Underwriter knows or, in the ordinary course of its business, should know, or as to which compliance with your duty is waived by the Underwriter.

It should be noted that this duty continues until the Policy is entered into with Underwriters, and extends to any renewal, reinstatement, variation or extension to the Policy.

Non-Disclosure

Underwriters may be entitled to either reduce their liability under the contract in respect of a Claim, cancel the contract or avoid the contract from its beginning in accordance with the provisions of the *Insurance Contract Act 1984* if you fail to comply with your duty of disclosure, or if any non-disclosure is fraudulent.

Claims Made

This is a "claims made" policy of insurance, which means that it only covers claims made against an insured and notified to Underwriters during the period of insurance. By operation of Section 40 (3) of the *Insurance Contracts Act 1984*, where the insured gives notice in writing to the Underwriters of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of any claim arising from those facts, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.

Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

Average Provision

One of the insuring provisions of the proposed policy provides that where the amount required to dispose of a claim exceeds the limit of indemnity, the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the limit of indemnity bears to the total amount required to dispose of the claim.

Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover additional liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

Utmost Good Faith

In accordance with Section 13 of the *Insurance Contracts Act 1984*, the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer/insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

The above notes are not exhaustive and in no way should be read in isolation of the full policy terms, conditions, limitations and exclusions.

Privacy Notice

In order for Underwriters to provide you with insurance products and the processing of Claims, it is necessary to obtain personal information from you. Underwriters are bound by the provisions of the *National Privacy Principles* as set out in the *Privacy Act (Cwlth) 1988*.

You may elect not to provide Underwriters with this information; however, this may prevent Underwriters from providing you with the products or services sought.

Underwriters may disclose this information to other insurers, re-insurers, an insurance reference service, or other advisers used by Underwriters such as loss adjusters, lawyers or others who may be engaged to assist in Claims handling. These third parties will all be contractually required to adhere to Underwriters privacy obligations.

Should you require access to your personal information, Underwriters may be contacted on (02) 8920 2307

1. Name of Firm, Company or Sole Practitioner:

2. Names of any Service / Administration companies associated with the Firm

Company	ABN
▪	
▪	
▪	

3. Year Firm established: _____

4. Address of Applicant's Principal Office:

City: _____ State: _____ Post Code: _____

Web Address: _____

5. Number of Offices:

NSW	WA	VIC	SA	ACT	TAS	QLD	NT	Overseas

6. Number of Staff by Category:

Partners / Principals	Employed Lawyers	Senior Counsel	Consultants	Admin. Staff	All Other Staff	Total

7. Gross Fee Income (excluding GST)

Last Financial Year	Estimated Current Financial Year
\$	\$

8. Breakdown of Gross Fee Income by State / Location (based on current year estimate)

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

9. Breakdown of Gross Fee Income by area of expertise (based on current year estimate):

Advocacy	%	Employment & Industrial	%	Wills & Estates	%
Business Law (excl. M&A)	%	Family Law	%	Criminal Law	%
Business Law – Mergers & Acquisitions	%	Local Government and Planning Law	%	Intellectual Property (excl. Patent infringement)	%
Property - Residential	%	Immigration Law	%	Patent Infringement	%
Property - Commercial	%	Mediation	%	Other	%
Commercial Litigation – Plaintiff	%	Personal Injury	%	TOTAL	100 %
Commercial Litigation - Defendant	%	Taxation Law	%		

10. USA / Canada:

(a) Does the Firm have any past, present or prospective employees in the USA or Canada?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Does your Firm have any assets in the USA or Canada?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(c) Is your Firm represented in any way in the USA or Canada or any territories or protectorates of either country?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , what is the percentage of your Gross Fee Income to be earned from the USA or Canada or any territories or protectorates of either country?	_____ %
If Yes , what is the number of principals resident in the USA or Canada or any territories or protectorates of either country?	_____

11. Financial Services

Do any of your activities require you to have an Australian Financial Services License?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , please provide details including AFS Licence number:	

12. State or Territory where Compulsory Professional Indemnity Insurance (CPPI) is arranged?

<input type="checkbox"/> NSW	<input type="checkbox"/> WA	<input type="checkbox"/> VIC	<input type="checkbox"/> SA	<input type="checkbox"/> ACT	<input type="checkbox"/> TAS	<input type="checkbox"/> QLD	<input type="checkbox"/> NT
Annual CPPI Premium 2007/08		\$ _____		CPPI Excess 2007/08		\$ _____	

13 Limit of Indemnity sought in excess of your compulsory cover (please tick box):

Option 1	Option 2	Option 3	Option 4
\$	\$	\$	\$

14 Risk Management

1.1.	Do you have a written Administration, Operation and Procedures Manual?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.	Do you complete a detailed conflict of interest check before accepting a new client or appointment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.	Do you have written guidelines on the acceptance of new clients and the scope of advice you will provide to them?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.	Is the acceptance of new clients authorised by a partner of the firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.	Do you use an engagement / appointment letter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.6.	Do you use a termination / finalisation letter at the completion of each matter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.7.	Do you have a centralised diary / follow-up system for controlling critical response dates for the delivery of professional services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.8.	Do you have written procedures for alternate partners / staff to provide services in the absence of the appointed solicitor / partner?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.9.	Do you have a panel of specialist firms to whom you refer if you are requested to provide advice outside the usual scope of professional services offered by your firm? If "Yes" how often is this panel reviewed? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.10.	Does your practice conduct practice audits / reviews to ensure that the Administration, Operation and Procedures Manual is adhered to?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.11.	Do you make written enquiry prior to completing your professional indemnity proposal: Of each partner? Yes <input type="checkbox"/> No <input type="checkbox"/> Of professional staff? Yes <input type="checkbox"/> No <input type="checkbox"/> If "No", please ensure this is completed prior to completing the Declaration below.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.12.	Have you had a practice procedural review / audit completed by an external consultant? If "Yes", please provide details of the consultant and when this was completed? _____ If "Yes" does the practice now subscribe to the recommendations made by the external consultant in respect of practice procedures and management? Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.13.	Is the whole firm currently accredited with any Quality Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

15 Claims:

Since 2002 has any claim been made, or has any liability been alleged against the Firm (including any Prior Practice) or have any matters been notified to your Insurers that may result in a claim against your Firm that exceeds \$500,000 ?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
If "Yes" , please complete the following details:						
Year of Notification	Name of Insurer	Name of Client	Nature of Claim	Amount Paid and Estimate of Potential Liability	Is File Closed?	
					Yes <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	No <input type="checkbox"/>

<p>After enquiry, are any Partners, Directors, Principals or Employees aware of any circumstances that might give rise to a claim(s) against the Firm (including a Prior Practice) that has not been notified to your current or prior insurers? If "Yes" please provide written details on your headed note paper.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Declaration:

I, the undersigned, **AFTER INQUIRY**, declare as follows:

1. I am authorised on behalf of the Applicant Firm to sign this Application Form.
2. I have read this Application Form and the accompanying documents and acknowledge the contents of same to be true and complete.
3. I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Underwriters of any change in the particulars or statements contained in this Application Form or accompanying documents.

Name of Applicant Firm: _____

Signed: Partner, Principal or Director: _____

Date: _____