

# PROPOSAL FORM

## Engineers Professional Indemnity Insurance



### Proposal Form

1. All questions must be answered giving full and complete answers.
2. Please ensure that this Proposal Form is Signed and Dated.
3. All fee or turnover declarations to be in Australian Dollars.

**LAUW**  
LONDON AUSTRALIA UNDERWRITING



## IMPORTANT NOTICES

"Proposer" means the practice, partnership, company (or principal if a sole practitioner) including all partners proposing for this insurance, and any subsidiaries and previous firms (and partners) requiring coverage.

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

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

You have this duty until **Underwriters** 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 **Underwriters** anything that:

- Reduces the risk **Underwriters** insure you for; or
- Is common knowledge; or
- **Underwriters** know or should know as an insurer; or
- **Underwriters** waive your duty to tell Underwriters about.

### IF YOU DO NOT TELL UNDERWRITERS SOMETHING

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

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

### 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**

LAUW and **Underwriters** are committed to compliance with the provisions of the Australian Privacy Principles and the Privacy Act 1988 (Commonwealth). In order for **Underwriters** to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent **Underwriters** from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so. LAUW and **Underwriters** may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by **Underwriters** or LAUW on behalf of **Underwriters** such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, **underwriting** or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to Underwriters' privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. You can obtain a copy of our privacy policy [here](#).

Should you require access to your personal information, **Underwriters** may be contacted on (02) 8912 6400.

### SECTION 1: YOUR DETAILS

(a) Name of the **Proposer** (including any subsidiaries and previous firms requiring coverage): *Please provide ABN for each company*

(b) Date Established:

(c) Are you registered for GST?

☐ Yes ☐ No *Tax Credits Claimed:*

(d) Main Operating Address:

(e) Other Operating Addresses where income generated is greater than 20% of the **Proposer's** overall income in the last full financial year:

(f) Any Operating Addresses outside of Australia (not already mentioned in (d) or (e) above):

(g) Website Address: (It is understood and agreed that material in the **Proposer's** website is not deemed to form part of this proposal form apart from any information attached in hard copy form to the proposal form)

(h) During the last ten years, has the **Proposer** changed its name, been part of an amalgamation or merger, de-merger or in any way had any material change to its activities?

☐ Yes ☐ No *If Yes, please provide full details:*

  
  
  


### SECTION 2: ACTIVITIES

(a) Full description of the **Proposer's** activities or Profession (including any activities undertaken in the last six years not currently undertaken and any new activities planned for the next twelve months):

  
  
  
  


### SECTION 3: STAFF DETAILS

(a) Total number of current:

(i) Principals, Partners & Directors

(ii) All relevantly qualified staff (not already accounted for in 3(a)(i) above):

(iii) Trainees:

(iv) Employees (not already accounted for in 3(a)(i) to 3(a)(iii) above):

(v) Total Staff:

(b) Is the Proposer a current member of any professional Association or Institute?

☐ Yes ☐ No *If Yes, please answer (i)-(iii) below.*

(i) Name of Association or Institute:

(ii) Length of continuous membership:

(iii) Category of membership (if applicable):

## SECTION 4: PRINCIPALS, PARTNERS AND DIRECTORS

(a) Please provide details of all current Principals, Partners and Directors of the **Proposer**:

Name	Age	Quals	Date Qualified	Date Joined

(b) Is the **Proposer** or any Principal, Partner or Director of the **Proposer's** business connected or associated (financially or otherwise) with any other Organisation?

☐ Yes ☐ No *If Yes, please answer (i)-(iv) below.*

(i) Name of Organisation(s):

(ii) Nature of association or relationship:

(iii) **Proposer's** income earned in the last three financial years derived from such Organisation(s):

(iv) Details of work undertaken for such Organisation(s) in any of the last six years:

(c) Has any Principal, Partner or Director of the **Proposer's** business been made personally bankrupt, or been personally associated with any business which has been placed into receivership, liquidation, or been wound up at the behest of its creditors?

☐ Yes ☐ No *If Yes, please provide full details:*

## SECTION 5: FEES, TURNOVER AND SERVICES

(a) Percentage of gross income split by Professional Services as follows:

Professional Service Provided:	Last 12 months (%)	Next 12 months (%) Estimated
i. Civil Engineering		
ii. Structural Engineering		
iii. Heating/Ventilation		
iv. Electrical not (iii) above		
v. Mechanical not (iii) above		
vi. Building Certification		
vii. Foundation/Underpinning		
viii. Soil/Environmental		
ix. Project Co-Ordination (see 5(b))		
x. Project Management (see 5(b))		
xi. Architectural Design		
xii. Feasibility Work		
xiii. Interior Design Structural		
xiv. Interior Design Non-Structural		
xv. Quantity Surveying		
xvi. Land Surveying		
xvii. Residential Building Surveying		
xviii. Commercial Building Surveying		
xix. Residential Valuing		
xx. Commercial Valuing		
xxi. Property/Estate Management		
xxii. Other Work (see 5(c))		
<b>Total Of All Work:</b>		

(b) If any Income is detailed under 5(a)(ix) "Project Co-Ordination" or (x) "Project Management" please provide details of the **Proposer's** 3 largest Projects (based on Total Contract Value\*) where the **Proposer** acted as Project Manager (PM) or Project Co-ordinator (PC) during the last six years as follows:

Client Name	Project Type	Start Date	End Date	PM or PC?	Proposer's Income \$	*Total Contract Value \$

(c) If any fees are declared under 5(a)(xxii) "Other Work" please provide details of each service as follows:

Professional Service Provided (Types of Contract):	Last 12 Months (\$)	Next 12 Months (\$) Estimated

(d) Percentage of Gross Income earned for each of the years below split by Project Type as follows:

Project Type:	Last 12 months (%)	Next 12 months (%) Estimated
i. Residential		
ii. Commercial up to 3 Storeys		
iii. Commercial >3 Storeys		
iv. Bridges/Tunnels/Dams/Mines		
v. Harbours/Jetties		
vi. Highways/Roads		
vii. Water/Sewage		
viii. Hospitals/Healthcare		
ix. Schools/Universities/Colleges		
x. Hotels		
xi. Railways		
xii. Stadia		
xiii. Swimming Pools - Commercial		
xiv. Swimming Pools - Domestic		
xv. Other Leisure		
xvi. Industrial		
xvii. Chemical/Petro/Nuclear		
xviii. Other (See 5 (e))		
<b>Total Of All Work:</b>	<b>100%</b>	<b>100%</b>

(e) If any fees are declared under 5(d)(xviii) "Other" please provide details of each project as follows:

Project Type:	Last 12 Months (\$)	Next 12 Months (\$) Estimated

(f) Please state the Proposer's Annual Gross Income for clients domiciled in each region below:

Project Type:	Last 12 Months (\$)	Next 12 Months (\$) Estimated
i. Australia		
ii. USA / Canada		
iii. Elsewhere (list below)		
Location:		
Location:		
Location:		
<b>Total Gross Income (\$)</b>		

(g) Please provide a percentage breakdown of the fee income disclosed in 5(f) by State or Territory:

<b>NSW</b>	<b>%</b>	<b>VIC</b>	<b>%</b>	<b>QLD</b>	<b>%</b>	<b>SA</b>	<b>%</b>	<b>NT</b>	<b>%</b>
<b>WA</b>	<b>%</b>	<b>ACT</b>	<b>%</b>	<b>TAS</b>	<b>%</b>	<b>O'SEAS</b>	<b>%</b>	<b>TOTAL</b>	<b>%</b>

## SECTION 6: PROFILE AND RISK MANAGEMENT

(a) Has any client represented more than 30% of the **Proposer's** fees in any of their last three financial years or the current financial year?

☐ Yes ☐ No *If Yes, please provide details below:*

Client Name	Territory	Date	Details of Work Undertaken	Income Earned \$	Jurisdiction of Contract

(b) In respect of professional services provided, does the **Proposer** always agree terms of engagement which have been reviewed and approved by a solicitor who is acting independently of the **Proposer's** client?

☐ Yes ☐ No *If No, please advise under what circumstances this would not happen:*

(c) Are satisfactory written references always obtained when engaging employees?

☐ Yes ☐ No *If No, please advise why not:*

(d) Are all non-qualified and newly qualified staff kept under adequate supervision by a principal, director, partner or senior professionally qualified employee?

☐ Yes ☐ No *If No, please advise why not:*

(e) Has the **Proposer** a clearly defined new project type vetting procedure in place to ensure that any projects that are unusual or outside the **Proposer's** normal business are given due consideration and sign off prior to the **Proposer** committing themselves to the project?

☐ Yes ☐ No *If No, please advise what steps the Proposer takes to ensure that it does not undertake any projects that it is not experienced enough to undertake or that is outside its business plan:*

(f) Has the Proposer a clearly defined client vetting procedure in place to ensure that all new clients are financially stable with a satisfactory credit rating?

☐ Yes ☐ No *If No, please advise what steps the Proposer takes to vet potential new clients:*

## SECTION 7: JOINT VENTURES

(a) Does the Proposer enter into (or has entered into in any of the last 6 years) Joint Venture partnerships, or does it intend to do so within the next twelve months?

☐ Yes ☐ No *If Yes, please answer the following questions (b) & (c) below.*

(b) Please provide details of each Joint Venture as follows:

JV Name	Project Details	Date	Details Of Work Undertaken by JV	Proposer Income \$	Total JV Income Earned \$	Jurisdiction of Contract



(c)

(i) Are procedures in place to ensure that any Joint Venture Partner is of adequate financial standing and expertise to fulfil its obligations under any contract entered into on a joint venture basis?

☐ Yes ☐ No

(ii) Are procedures in place to ensure that any Joint Venture Partner is adequately insured to cover any liability that is likely to arise in respect of any contract entered into on a joint venture basis?

☐ Yes ☐ No

If No to any of 7(c) (i-iv) above, please provide full details why not:


## SECTION 8: PROJECT DETAILS

(a) Please provide details of the Proposer's 6 largest Projects (based on Total Contract Value\*) during the last six years as follows:

Client Name	Start Date	End Date	Details of Work Undertaken	Proposer Income Earned \$	*Total Contract Value \$	Value of works directly relating to Proposers Services \$

## SECTION 9: SUB-CONSULTANTS

(a) Does the **Proposer** (or has it in any of the last six years or plan to in the next twelve months) engage sub-consultants, or undertake any contracts where they become contractually responsible for the services of any sub-consultant?

☐ Yes ☐ No *If Yes, please answer (b) below.*

(b) Is there a clearly defined procedure in place to ensure that any such sub-consultant is:

(i) Engaged on contractual terms that are at least as onerous as the contractual terms under which the Proposer has been engaged?

☐ Yes ☐ No

(ii) Professionally competent to undertake the work in question?

☐ Yes ☐ No

(iii) Adequately insured to cover any liability that is likely to arise in respect of the work in question?

☐ Yes ☐ No

## SECTION 10: INSURANCE

(a) Please provide details of the **Proposer's** current Professional Indemnity Insurance policy:

Insurer	Expiry Date	Limit (\$)	Excess (\$)	Retro-Active Date (If Any)	Premium (\$)

(b) Has the **Proposer** ever been refused similar insurance, or had any policy cancelled or voided at any time?

☐ Yes ☐ No *If Yes, please provide full details:*


(c) Cover Required - Please State

	Limits Required	Desired Excess
1.	1.	1.
2.	2.	2.

(d) Do you require Pollution Cover?

☐ Yes ☐ No

## SECTION 11: CLAIMS

Professional Indemnity Insurance is underwritten on a 'claims made' basis and the Underwriters will exclude any claim and/or circumstance which may give rise to a claim, which is known by the Proposer(s) prior to the inception date of the policy. Please provide answers to the following questions after making full enquiry of all principals, partners, directors and employees.

(a) Have any civil liability claims ever been made against the **Proposer** or against any Director, Partner or employee of the **Proposer**, whether successful or otherwise?

☐ Yes ☐ No

(b) Have any claims for dishonesty ever been made against the **Proposer** or against any Director, Partner or employee of the **Proposer** whether successful or otherwise?

☐ Yes ☐ No

(c) Have any complaints or investigations ever been made or undertaken against the **Proposer** or against any Director, Partner or employee of the Proposer?

☐ Yes ☐ No

(d) Has the **Proposer** ever suffered any losses due to dishonesty of any Director, Partner or employee, or any other person or organisation?

☐ Yes ☐ No

(e) After full enquiry is the **Proposer** or any Director, Partner or Employee of the **Proposer** aware of any circumstances relating to the questions 11(a) to 11(d) above which may give rise to a potential claim or request for indemnity under the professional indemnity policy?

☐ Yes ☐ No

If YES to any of the above, please provide full details in the table below:

Detail Of Claim / Circumstance	Incident Date	Amount Claimed \$	Insurer Reserve /Paid** \$	Excess \$	Closed (Y/N)*
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

\*Please advise whether the Underwriters closed their file in each case

\*\* - includes damages (or amount paid in settlement of a claim for damages), claimant's costs, costs paid to any other party, and defence/investigation costs.

## SECTION 12: DECLARATION

I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the **Proposer**. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

I/We acknowledge that we have read and understood the content of the **Important Notices** contained in this proposal.

Signed:

For and/on behalf of the Proposer:

Date:

Name in capital letters (printed):

Position:

Continuation

APPLICANT NAME:

**1.** Are you now or have you ever been involved in any activities, in any capacity, with construction projects which do or have involved the use of ACM cladding (Aluminium Composite Material Rainscreen Cladding)?

Such activities of any involvement can include, but are not limited to:

- design
- project management
- project co-ordination
- project supervision
- material specification
- structural surveying
- certification of completed works.

Such work could also be undertaken as a sub-contractor to other parties as well as any direct contract appointments.

☐ Yes ☐ No

**2.** If the answer to the above is YES, please detail below all contracts where you had or currently have such involvement, providing the following details:

Project Name:

Client Name:

Your Role:

Total Contract Value:

Cladding Contract Value:

Completion Date:

**3.** Where your involvement in any of the projects detailed in 2 above included any material specification for ACM Cladding, please advise which materials were specified by you or by those acting on your behalf.

ACM Materials used and/or specified:

1.	<input type="text"/>
2.	<input type="text"/>
3.	<input type="text"/>

**4.** Were such materials mentioned in 3 above compatible with the National Construction Code, the Building Code of Australia, Australian Standards, approved conditions of use or application, or any other applicable laws or regulations?

☐ Yes ☐ No

**5.** Have you had any enquiries from either current or former Employers and or Principals regarding the use of these identified materials in 3 above? If YES, please provide details?

☐ Yes ☐ No

**6.** If you have answered YES to 1 above but are unable to provide any details relating to former projects for which you provided any services please provide the reason(s) below:

**7.** Are there any other pertinent facts relating to the above questions that you feel should be brought to the attention of Insurers in connection with past or current projects on which you have had an involvement, or in relation to the materials mentioned in 3 above, and any comments relating to a NO answer to 4 above?

## DECLARATION

I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the Proposer. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

**I/We acknowledge that we have read and understood the content of the Important Notice contained in this proposal.**

Signed:

Name in capital letters (printed):

Date:

Position:

For and/on behalf of the **Proposer**: