



# **EXCESS SOLICITORS PROPOSAL FORM**

## **PROFESSIONAL INDEMNITY**

### **London Australia Underwriting Pty Ltd**

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Crows Nest NSW  
Australia 2065

t 02 8912 6400

[www.lauw.com.au](http://www.lauw.com.au)

## 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

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.

1. Name of Firm, Company or Sole Practitioner:

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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	%

<b>Business Law – Mergers &amp; Acquisitions</b>	%	<b>Local Government and Planning Law</b>	%	<b>Intellectual Property (excl. Patent infringement)</b>	%
<b>Property - Residential</b>	%	<b>Immigration Law</b>	%	<b>Patent Infringement</b>	%
<b>Property - Commercial</b>	%	<b>Mediation</b>	%	<b>Other</b>	%
<b>Commercial Litigation – Plaintiff</b>	%	<b>Personal Injury</b>	%	<b>TOTAL</b>	<b>100 %</b>
<b>Commercial Litigation - Defendant</b>	%	<b>Taxation Law</b>	%		

**10. USA / Canada:**

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

**11. Financial Services**

<b>Do any of your activities require you to have an Australian Financial Services License?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If <b>Yes</b> , 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
<b>Annual CPPI Premium</b>	\$ _____			<b>CPPI Excess</b>	\$ _____		
	-				-		

**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 <b>whole</b> firm currently accredited with any Quality Standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**15 Claims:**

Since <b>2002</b> 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 <b>\$500,000</b> ?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
If <b>"Yes"</b> , 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><b>After enquiry</b>, 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?</p> <p>If <b>"Yes"</b> 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:

\_\_\_\_\_