

about | ENGINEERS

COMBINED LIABILITY INSURANCE PACKAGE PROPOSAL



IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL

Obtaining a Quotation

To minimise delays in obtaining a quotation please provide complete answers to all questions in this proposal and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

Your Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and if so, the terms and conditions on which we will insure you.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Information you do not need to give

Your duty, however, does not require disclosure of any matter:

- that reduces the risk to be undertaken by us;
- that is of common knowledge;
- that we already know or should know in the ordinary course of our business as an insurer;
- that has been indicated by us as not necessary for us to know.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, or may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Defence Costs & Averaging Provision

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, under Section 2 and Section 3 of this policy shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

Claims Made and Notified Policy

The cover provided under Section 2 and Section 3 of this policy operates on a 'Claims Made and Notified' basis. This means that the policy only covers you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the period of expiry, the insurer is not relieved of liability under the insurance contract in respect of the claim, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

Liability assumed by you under a contract or agreement

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

Subrogation Agreements

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury

occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

Privacy

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principles. Our full privacy policy can be accessed at aboutunderwriting.com.au

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by emailing to privacy@aboutunderwriting.com.au

Consent

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

Complaints or Disputes

If you wish to make a complaint about our products or services, or a Privacy breach, you can contact us at complaints@aboutunderwriting.com.au or privacy@aboutunderwriting.com.au Please refer to our complaints & disputes process detailed at aboutunderwriting.com.au

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone Number: (02) 8298 0783
Email: ldraustralia@lloyds.com

who will refer your dispute to the Complaints team at Lloyd's.

Complaints that cannot be resolved may be escalated to an independent dispute resolution body; Financial Ombudsman Services Limited (FOS). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply.

Contact details are:

Financial Ombudsman Services Limited

Phone: 1800 367 287

Email: info@fos.org.au

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

Engineering Professionals Package Proposal

This Proposal is for Professional Indemnity and General and Products Liability; specific to Engineering Professionals.

“You/your” in this Proposal means the “Named Insured”.

About you

1. Named insured(s):

2. Trading name(s):

3. Name of contact person:

Telephone:

Mobile:

Facsimile:

Email Address:

4. ABN:

Are you registered for GST?

☐ Yes ☐ No

5. Web address(es):

6. Principal business address:

7. Other business locations:

About the business

8. Please provide a detailed description of the Professional Services:

Please attach any relevant brochures or other documentation.

9. Business commencement date:

10. Principals, Partners or Directors details:

Name of Principals, Partners or Directors	Age	Qualifications	Date Qualified (DD/MM/YYYY)	Years Practising as Principal	
				This Practice	Previous Practice

11. a) Employees

Number of Staff

Principals/Partners/Directors

Qualified Technical Staff

Other Professional Staff

Administrative/Clerical

Total

b) Total Payroll

Payments to Consultants/Contractors

Payments to Labour Hire Workers

12. Please list your professional memberships:

13. Professional Fee income:

Past financial year:

Current financial year:

Next financial year:

14. Please state the percentage of fee income derived from each of the following activities in the past financial year:

Activities	% of Total fee income	% let to outside consultants	Activities	% of Total fee income	% let to outside consultants
Architecture			Oil & Gas Engineering		
Building Design			Project Management		
Acoustic Engineering			Fire Engineering		
Aerospace Engineering			Inspection Services (not part of other activities)		
Chemical Engineering			Statutory Building		
Civil Engineering			Insurance Claims Assessments		
Traffic & Transport Engineering			Pre-Purchase		
Town Planning & Subdivisions			Owner Builder		
Waterways & Drains			Statutory Essential Services		
All Other			Structural Engineering		
Construction Management			Foundations, Footings & Slabs		
Electrical Engineering			Underpinning, Shoring Up		
Environmental			Major Earthworks		
Appraisals			All Other Structural Engineering		
Impact Assessments			Surveying:		
Audits			Land		
Engineering			Quantity		
Geotechnical Engineering			Building		
Hydraulic/Plumbing Engineering			Marine		
Marine Engineering			Traffic & Transport		
Mechanical Engineering			Town Planning		
General			Drafting		
Heating/Ventilation/Air Conditioning			Interior Design		
Hydraulic			Management Activity		
Systems or Process Engineering			Asset Management		
Testing & Evaluation			Quality Assurance		
Mining Engineering – aboveground			Risk Management		
Mining Engineering – belowground			Other		
Nuclear Engineering:			Other – Please Specify		

15. Please state the percentage of fees earned in the past financial year for the following categories:

Acoustics & Noise Prevention		Dams – agricultural/irrigation purposes	
Airports – ‘Non Airside’ Terminal Buildings & Infrastructure		Dams of any other nature	
Airports – ‘Airside’ Tarmacs, Aprons, etc		Design of Pollution Control Equipment	
Bridges that are pedestrian overhead		Harbours & Jetties	
Bridges that are insitu or precast concrete constructed in cantilever		Hydrographic Surveys	
Bridges that are prefabricated steel or precast concrete stayed by cables		Mine Process Control Equipment & Systems	
Bridges that are prefabricated steel or precast concrete suspended by cables		Modular Building (repetitive design)	
Bridges that are prefabricated steel or precast concrete using non-standard beams		Nuclear or Atomic Projects	
Individual Dwellings (residential)		Oil & Gas Pipelines	
Low Rise Residential/Commercial (up to 3 storeys) – New Construction		Railways	
Low Rise Residential/Commercial (up to 3 storeys) – Internal Renovation/Fit out		Road & Road Surveys	

High Rise Residential/Commercial (above 3 storeys) – New Construction
 High Rise Residential/Commercial (above 3 storeys) – Internal Renovation/Fit out
 Schools, Hospitals, Municipal Buildings & Recreation Centres
 Industrial – Manufacturing, Warehouses & Processing etc – up to \$1m in value
 Industrial – Manufacturing, Warehouses & Processing etc – over \$1m in value
 Security or Control Engineering (including biometric systems/technology)
 Petrochemicals, refineries, chemicals, fertilisers, etc - Hazardous
 Petrochemicals, refineries, chemicals, fertilisers, etc – Non Hazardous
 Mechanical Plant & Bulk Handling equipment
 Residential, Commercial or Industrial Subdivisions
 Other – Please Specify

Rail/Road Tunnels up to 50 metres in length
 Rail/Road Tunnels over 50 metres in length
 Sewerage or Water Systems
 Structures at Fairs, Shows & Exhibitions
 Silos – up to 20 metres in height
 Silos – over 20 metres in height
 Waste Disposal, Treatment & Management
 Underground Storage Facilities

16. Do you expect these percentages to change in the next financial year?

☐ Yes

☐ No

If Yes, please provide details:

17. Please provide a percentage split of the states in which you generate your fee income:

ACT: <input type="text"/>	NSW: <input type="text"/>	NT: <input type="text"/>	QLD: <input type="text"/>	SA: <input type="text"/>
TAS: <input type="text"/>	VIC: <input type="text"/>	WA: <input type="text"/>	O/S: <input type="text"/>	Total: <input type="text"/>

18. Have you been licensed and registered in all states and territories in which you conduct your business since the business commencement date?

☐ Yes

☐ No

If No, please provide additional information:

19. Do you conduct business overseas?

☐ Yes

☐ No

If Yes, please provide details:

20. Principals previous business (incoming):

Complete this section if cover is required for any previous business owned by any of the current Principals, Partners or Directors:

Name of Principals, Partners or Directors	Name of Principals previous business	Date the Principal left that business

21. Retired Partners, Directors and/or Principals:

Please provide details of those Partners, Directors or Principals who have retired from the business, including name, date ceased involvement and approximate number of years involved:

22. Has the name of your business ever changed or have you ever operated your business under a different corporate entity? If Yes, please provide additional information:

☐ Yes

☐ No

23. Has your business amalgamated, merged or acquired any other business or practice?

☐ Yes

☐ No

If Yes, please provide additional information:

24. Is any Principal/Partner/Director associated or connected with any other business?

☐ Yes

☐ No

If Yes, please provide details:

25. Does any one client represent more than 25% of your annual income?

☐ Yes

☐ No

If Yes, please provide additional information:

26. Are written reports provided to clients?

☐ Yes

☐ No

If Yes, please provide sample copies along with details of disclaimers used in connection with such reports.

27. Are verbal reports always confirmed in writing?

☐ Yes

☐ No

If No, please advise approximate percentage of reports in the last 12 months as verbal reports only:

28. Do you have a system in place for reviewing potential clients?

☐ Yes

☐ No

29. For Sole Traders only:

☐ N/A

What arrangements do you have to cover the business or practice during your temporary absence while away on business, leave, sick, etc?

30. Have you or any parent company, subsidiary or other related entity either (i) engaged in, or (ii) have or had a controlling share of an entity engaged in:

- a) actual construction, fabrication or any form of contracting? ☐ Yes ☐ No
- b) real estate development? ☐ Yes ☐ No
- c) the manufacture, sale or distribution of any product or process or patented process? ☐ Yes ☐ No

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

31. Please provide a brief description of the 5 largest contracts or projects undertaken during the last 5 years:

Date Completed	Project Description / Contract	Project Value \$	Fees / Income \$

About your Claims

NB. The following claims questions relate to all matters of all policy sections, ie: Professional Indemnity and General and Products Liability:

32. After full enquiry of all your employees, has any insurance claim been made against you or your business or that of any principal, partner, director or employee in this or any other business? ☐ Yes ☐ No

If Yes, please provide details:

Date Notified (DD/MM/YYYY)	Insurer	Description	Amount Paid	Maximum Potential Loss	Finalised or Open	Claimant Name

33. Are you aware of any circumstances or incidents which may result in a claim being made against you or your business or the business of any principal, partner, director or employee? ☐ Yes ☐ No

If Yes, please provide details of circumstances or incidents:

34. Have you or any of your employees ever been the subject of any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business? ☐ Yes ☐ No

If Yes, please provide details of proceedings or actions:

35. Have you, your principals, partners, directors or predecessors in business had insurance declined, cancelled, refused or had any special terms imposed? ☐ Yes ☐ No

If Yes, please provide details:

About your cover

36. Do you currently have Professional Indemnity insurance in force for the activities for which cover is being proposed? ☐ Yes ☐ No

If Yes, please provide the following details:

Insurer	Renewal Date	Limit of Indemnity	Deductible	Premium
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

37. Please select which Limit of Indemnity is required for Professional Indemnity:

☐ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ \$20,000,000 Other

38. Please select your preferred Deductible for Professional Indemnity:

☐ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ \$10,000 ☐ \$25,000 Other

General and Products Liability Addendum

Only complete this section if General and Products Liability cover is required

39. Do you require a quotation for General and Products Liability insurance? ☐ Yes ☐ No

If Yes, please complete the following questions:

40. What is your estimated annual turnover (if different to fee income) for the next 12 months?

41. What are your estimated annual wages for the next 12 months?

42. Please select which Limit of Indemnity is required for both General and Products Liability:

☐ \$5,000,000 ☐ \$10,000,000 ☐ \$20,000,000 Other

43. Please select your preferred Deductible for General and Products Liability?

☐ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ \$10,000 ☐ \$25,000 Other

Contractors Exposure

44. Please provide the estimated payroll (wages) for contractors, subcontractors and/or labour hire for the upcoming period of insurance:

White Collar:

Contractors Subcontractors Labour hire

Blue Collar:

Contractors Subcontractors Labour hire

45. Please state nature of work carried out by contractors, subcontractors and/or labour hire:

46. Do you ensure that sub-contractors, contractors and/or labour hire have their own General and Products Liability Insurance in place and request certificate of currencies as evidence? ☐ Yes ☐ No

Contractual Liability

47. Do you assume any liability under contract or hold harmless other parties under contract?

If Yes, please provide details: ☐ Yes ☐ No

48. Do you engage any in-house legal counsel and/or external legal providers to review contractual agreements?

If Yes, please provide details: ☐ Yes ☐ No

49. Do you require cover for goods in care, custody or control in excess of \$100,000? ☐ Yes ☐ No

a) If Yes, what amount:

b) What is it for?

50. Do you perform any hands-on/manual type work? ☐ Yes ☐ No

a) If Yes, what percentage of hands-on/manual type work is undertaken:

b) Description of hands-on/manual type work undertaken:

51. Do you engage in construction, manufacture, installation, erection or assembly? ☐ Yes ☐ No

If Yes, please provide details:

52. If you are involved in Project Management and/or Construction Management please respond to the following questions:

a) Are you responsible for directing personnel on a construction site/project? ☐ Yes ☐ No

b) Are you responsible for Occupational Health & Safety on a construction site/project? ☐ Yes ☐ No

53. Is any work performed on any escalator or lifting machinery including passenger/goods lifts, forklifts, escalators, hoists and cranes? ☐ Yes ☐ No

54. Is any work performed away from your premises? ☐ Yes ☐ No

If Yes, please provide percentage details:

55. Is any welding or hotwork undertaken? ☐ Yes ☐ No

If Yes, please advise if you follow the applicable Australian Standard AS 1674.1 – 1997 Safety in welding and allied processes Part 1? ☐ Yes ☐ No

56. Is any of the following work undertaken? ☐ Yes ☐ No

- | | | |
|--------------|------------------------|-------------------------|
| • Airside | • On-hiring own labour | • Rail |
| • Demolition | • Pipelines | • Scaffolding |
| • Explosives | • Plant hire | • Underground |
| • Offshore | • Power lines | • Vegetation management |

If Yes, please provide details:

Additional Information:

If insufficient space to complete questions, please provide at this section:

Declaration

I acknowledge that I have read and understood the important notices and privacy statement contained in this proposal and addenda. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this proposal and addenda together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this proposal and addenda on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this proposal and addenda and any other documents accompanying this proposal and addenda are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:

Name:

Position:

Signature:



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