

# 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 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.

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.

### **Non-disclosure (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.

### **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 Principals. Our full privacy policy can be accessed at [aboutunderwriting.com.au](http://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](mailto: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](mailto:complaints@aboutunderwriting.com.au) or [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au) Please refer to our complaints & disputes process detailed at [aboutunderwriting.com.au](http://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](mailto: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](mailto: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	



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:	<input type="text"/>	Name:	<input type="text"/>
Position:	<input type="text"/>	Signature:	<input type="text"/>



**ABN 78 608 848 479 AFSL 483210**  
PO Box 16106, Collins Street West VIC 8007  
Suite 302, 546 Collins Street, Melbourne VIC 3000  
Telephone: (03) 9998 9080  
Fax: (03) 9998 9099  
[info@aboutunderwriting.com.au](mailto:info@aboutunderwriting.com.au)  
[aboutunderwriting.com.au](http://aboutunderwriting.com.au)