

about | REAL ESTATE AGENTS

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

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

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, that 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, where applicable 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 this policy may include insurance that operates on a 'Claims Made and Notified' basis. This means that the policy will only cover 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.

Claims Conditions

Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in any event, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

claims@aboutunderwriting.com.au

Attention: Claims Manager
 About Underwriting Pty Ltd
 PO Box 16106
 Collins Street West, Melbourne, VIC 8007

Summary

You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to have the conduct of any claim and may do so in your name.

The claims conditions are more fully described in the “claims conditions” sections of the accompanying policy.

Complaints, Disputes or Feedback

If you wish to make a complaint or provide feedback 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
Suite 1603 Level 16, 1 Macquarie Place
Sydney NSW 2000
Telephone Number: (02) 8298 0700
Email: ldraustralia@lloyds.com

Complaints that cannot be resolved can be escalated to an independent dispute resolution body; Australian Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply. Contact details are:

Australian Financial Complaints Authority
Phone: 1800 931 678
Fax: (03) 9613 6399
Email: info@afca.org.au
Internet: <https://www.afca.org.au>
GPO Box 3, Melbourne, VIC 3001

Real Estate Agents Package Proposal

This Proposal is for Professional Indemnity and General and Products Liability; specific to Real Estate Agents. "You/your" in this Proposal means the "Named Insured".

About you

1. Named insured(s):

2. Trading name(s):

3. ABN:

Are you registered for GST?

Yes No

4. Web address(es):

5. Principal business address:

6. Other business locations:

About the business

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

Please attach any relevant brochures or other documentation.

8. Business commencement date:

9. 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

10. a) Employees

Number of Staff

Principals/Partners/Directors	<input type="text"/>
Sales Agents	<input type="text"/>
Property Managers	<input type="text"/>
Other Professional Staff	<input type="text"/>
Administrative/Clerical	<input type="text"/>
Total	<input type="text"/>

b) Total Payroll

Total Payroll	<input type="text"/>
Payments to Consultants/Contractors	<input type="text"/>
Payments to Labour Hire Workers	<input type="text"/>

11. Please list your professional memberships:

12. Professional Fee income:

Past financial year:

Current financial year:

Next financial year:

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

Activities	Percentage of fee income
Real Estate Sales - other than Off the Plan Sales	<input type="text"/>
Off the Plan Sales	<input type="text"/>
Property Management - Residential	<input type="text"/>
Property Management - Commercial	<input type="text"/>
Property Management – Shopping Centres	<input type="text"/>
General Insurance Distribution	<input type="text"/>
Buyers Advocate	<input type="text"/>
Business Broking	<input type="text"/>
Mortgage Broking	<input type="text"/>
Mortgage Originator	<input type="text"/>
Valuations	<input type="text"/>
Property Development	<input type="text"/>
Stock & Station Agent	<input type="text"/>
Other – please specify: <input type="text"/>	<input type="text"/>
Total	<input type="text"/>

14. Do you expect these percentages to change in the next financial year? Yes No

If Yes, please provide details:

15. 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"/>

16. 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:

17. If Valuations are included, are these always performed by an external, licensed and registered Valuer?

If No, please provide details:

Yes No

18. Do you conduct business overseas?

Yes No

If Yes, please provide details:

19. Has the name of your business ever changed or have you ever operated your business under a different corporate entity?

Yes No

If Yes, please provide additional information:

20. Has your business amalgamated, merged or acquired any other business or practice? Yes No

If Yes, please provide additional information:

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

If Yes, please provide details:

Yes No

22. Does any Principal, Partner or Director have a financial interest with any property developer to whom you provide professional services?

Yes No

If Yes, please provide additional information:

Duties

- 23. a) Are duties segregated so that no one person can control signing cheques, preparing cheque requisitions, reconciling bank statements or issuing fund transfer instructions above \$5,000, from commencement to completion without referral to another party (i.e. financial controller or director)? Yes No
- b) Are duties segregated so that no one person can control refund of monies or return of goods above \$5,000, from commencement to completion without referral to another party (i.e. financial controller or director)? Yes No
- c) Are all employees required to take a minimum of two weeks uninterrupted annual leave per year? Yes No

d) When payments are made for invoices received are the payment details specified in the invoices (e.g. bank account details) confirmed by telephone with the payee prior to making payment? Yes No

24. Do you require Fidelity Cover? Yes No

If Yes, please select your preferred sub-limit:

\$50,000 \$100,000 \$250,000

About your Claims

NB. The following claims questions relate to all matters of all policy sections, i.e.: Professional Indemnity, General and Products Liability, Management Liability, Cyber Liability and Statutory Liability:

25. 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

26. 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:

27. 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:

28. 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

29. 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"/>

30. 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

31. 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

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

If Yes, please complete the following questions:

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

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

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

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

36. Please select your preferred Deductible for General and Products Liability:

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

Contractors Exposure

37. 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

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

39. 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

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

If Yes, please provide details: Yes No

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

If Yes, please provide details: Yes No

Risk Management

42. Do you regularly complete & maintain a complaints/repairs register to record all reports you receive about problems with the properties you are managing? Yes No

If yes, please provide a copy of your complaints register.

43. Do you require cover for goods in care, custody or control in excess of \$250,000? Yes No

a) If Yes, what amount:

b) What is it for?

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 that 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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