CONSTRUCTION PROFESSIONALS

COMBINED LIABILITY INSURANCE PACKAGE PROPOSAL

UNDERWRITING

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 Principals. 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:

Suite 1603 Level 16, 1 Macquarie Place
Sydney NSW 2000
Telephone Number: (02) 8298 0783
Email: idraustralia@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

Construction Professionals Package Proposal

This Proposal is for Professional Indemnity and general and products liability; specific to Construction Professionals.

"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	
Qualified Technical Staff	
Other Professional Staff	
Administrative/Clerical	
Total	

b) Total Payroll $

Payments to Consultants/Contractors $

Payments to Labour Hire Workers $

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
Acoustic Engineers	
Architects	
Building Surveyors	
Building Surveyors – Pre-Purchase	
Chemical Engineering	
Civil Engineering	
Construction Management	
Drafting	
Energy Consultants	
Engineering Surveying	
Electrical Contracting	
Electrical Design	
Electrical Engineering	
Environmental Engineering	
Expert Witness	
Feasibility Studies	
Fire Engineers	
Geotechnical Engineering / Soil Testing	
Heating / Cooling / Ventilation	
Hydraulic Design / Engineering	
Interior Design including Expo	
Land Surveyors	
Landscape Architecture	
Marine Surveying and Engineering	
Materials Testing	
Mechanical Engineering	
Mining Engineering	
Plumbing Engineering	
Product Design Engineering	
Project Co-Ordination	

cont.

Project Management	
Quantity Surveyors	
Safety Engineers	
Structural Engineers	
Teaching / Lecturing	
Telecommunications Engineers	
Town Planning	
Traffic Surveys / Engineers	
Welding Inspectors	
Other – please specify:	
Total	100%

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

Areas of Work:	**Percentage Fee Breakdown**
Bridges	
Commercial Buildings	
Dams	
Domestic Buildings	
Fairs / Show Ground Structures / Exhibitions	
Foundations / Underpinnings	
Harbours / Jetties	
Heating / Ventilation / Air-Conditioning	
High Rise Buildings (exceeding 3 floors)	
Industrial Buildings	
Institutional Buildings	
Land Reclamation	
Marine Surveys	
Mechanical Plant / Bulk Handling Equipment	
Mines	
Nuclear / Atomic	
Petrochemical / Refineries	
Soil Testing	
Sewerage Systems	

cont.

Town Planning		
Tunnels		
Other – please specify:		
Total		100%

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

If Yes, please provide details:

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

ACT:		NSW:		NT:		QLD:		SA:	
TAS:		VIC:		WA:		O/S:		**Total:**	100%

17. Have you been licensed and registered in all states and territories in which you conduct your business since the business commencement date? If No, please provide additional information: ☐ Yes ☐ No

18. Do you conduct business overseas? If Yes, please provide details: ☐ Yes ☐ No

19. 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

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 one client represent more than 25% of your annual income? ☐ Yes ☐ No

If Yes, please provide additional information:

23. 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.

24. 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 $

Duties

25. 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

26. 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, ie: Professional Indemnity, General and Products Liability, Management Liability, Cyber Liability and Statutory Liability:

27. 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

28. 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:

29. 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:

30. 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

31. 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
		$	$	$

32. 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 $

33. 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

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

If Yes, please complete the following questions:

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

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

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

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

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

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

Contractors Exposure

39. 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 $

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

41. Do you ensure that subcontractors, 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

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

If Yes, please provide details: ☐ Yes ☐ No

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

If Yes, please provide details: ☐ Yes ☐ No

44. 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?

45. 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:

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

If Yes, please provide details:

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

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

If Yes, please provide percentage details:

49. 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

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

- Airside
- Demolition
- Explosives
- Offshore
- On-hiring own labour
- Pipelines
- Plant hire
- Power lines
- Rail
- Scaffolding
- Underground
- 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:	

about UNDERWRITING
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