



# Professional Indemnity Insurance PROPOSAL FORM CONSTRUCTION CONSULTANTS



PI Specialists since 1992

## Important

- Please read the important NOTICE TO THE PROPOSED INSURED (Pursuant to the provisions of the Insurance Contracts Act 1984) on page 4 of this Proposal Form.
- Please answer ALL questions fully. If there is insufficient space please provide details on your letterhead.
- Where provided, tick (✓) appropriate box to indicate answer.
- The Applicant will be referred to in this Proposal as "You" or "Your".

## Details of Applicant

1. Full name of all entities to be insured. (It is essential that you specify the names of all entities including service, administrative or nominee companies and subsidiaries that you wish to be covered by this policy).


2. Address of head office or principal office.


Telephone:		Email:	
Facsimile:		Website:	http://
Contact Person:		Job/Position:	

3. Date on which the Practice was established

_____	/	_____	/	_____
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4. (a) Full description of Proponent's/Applicant's business.


5. (a) Please state gross income/turnover during the past two years and provide a forecast for next year.

	GROSS INCOME AUSTRALIA	GROSS INCOME OVERSEAS
ACTUALS LAST FINANCIAL YEAR    \$		
ACTUALS THIS FINANCIAL YEAR    \$		
FORECAST NEXT FINANCIAL YEAR    \$		

6. Are you currently insured? (If Yes, please advise the following.)

Yes     No

Renewal Date:	Sum Insured:
Insurer:	Excess:
Broker:	Premium:

7. Have there been any claims? (See question 16 for more details.)

Yes     No

### Just PI Insurance

Level 32, 1 Market Street, Sydney NSW 2000 | Phone: 1300 099 050 | Fax: (03) 9818 2099  
[service@justpi.com](mailto:service@justpi.com) | [www.justpi.com](http://www.justpi.com) | ABN: 14 064 465 309 | AFSL: 232987

8. Please supply the following details.

NAMES OF ALL PARTNERS/PRINCIPALS/DIRECTORS	AGE	QUALIFICATIONS	DATE QUALIFIED	PERIOD PRACTISING AS PARTNER/PRINCIPAL/DIRECTOR	
				THIS PRACTICE	PREVIOUS PRACTICE

9. Please supply total numbers of:

(i) Partners/Principals/Directors	<input type="text"/>	(v) Non-technical administrative staff	<input type="text"/>
(ii) Professional qualified staff	<input type="text"/>	(vi) Clerical staff - typists, receptionists etc	<input type="text"/>
(iii) Other technical staff	<input type="text"/>	(vii) Other staff (please specify)	<input type="text"/>
(iv) Trainee staff	<input type="text"/>	Total all Partners/Principals/Directors and staff	<input type="text"/>

10. Please detail the approximate percentage of your fee income derived from the following fields of consulting work.

Type of Work	%	Type of Work	%
(a) Civil Engineering	%	(n) Marine Engineering	%
(b) Mechanical Engineering	%	(o) Architecture	%
(c) Electrical Engineering	%	(p) Drafting	%
(d) Structural Engineering	%	(q) Town Planning	%
(e) Heating & Ventilating/ Air-Conditioning Engineering	%	(r) Surveying (i) Land	%
(f) Acoustical Engineering	%	(ii) Quantity	%
(g) Chemical Engineering	%	(iii) Building	%
(h) Geotechnical/Soil Engineering	%	(iv) Marine	%
(i) Hydraulic/Fire Engineering	%	(s) Interior Design	%
(j) Plumbing Engineering	%	(t) Project Management	%
(k) Environmental Engineering	%	(u) Construction Management	%
(l) Mining Engineering	%	(v) Others (please specify)	%
(m) Nuclear Engineering	%	<b>Total</b>	<b>100%</b>

11. Please provide brief description, location, contract value and fees for the five (5) largest contracts undertaken over the past five (5) years.

BRIEF DESCRIPTION	LOCATION	CONTRACT VALUE (\$)	FEE (\$)

12. (a) Do you engage consultants, sub-contractors or agents (other than real estate agents)? Yes  No
- (b) If YES, (i) Do you insist they carry their own Professional Indemnity Insurance? Yes  No
- (ii) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes  No
13. Are verbal reports always confirmed in writing? Yes  No
- If No, how do you substantiate such verbal reports?*

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14. (a) Please advise the date of your financial year end; \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- (b) Please provide the amount of the largest annual fee for any one client. Aus \$A \_\_\_\_\_ OS \$A \_\_\_\_\_

15. Please provide the approximate percentage of your activities (based on fee income) applicable to each State, Territory and Overseas.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%

16. Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Practice or any of their predecessors in business or any prior Practice of any of their present or former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim? Yes  No
- If Yes, please provide the following details in respect to each matter.*

DATE MATTER NOTIFIED	NAME OF INSURER (IF ANY)	NAME OF CLAIMANT OR POTENTIAL CLAIMANT	BRIEF DESCRIPTION OF MATTER	AMOUNT PAID OR ESTIMATE OF POTENTIAL LIABILITY	IS MATTER FINALISED OR OUTSTANDING

17. Are any of the Partners, Principals or Directors, AFTER ENQUIRY, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior Practice or any of their present or former Partners, Principals or Directors which matter is not referred to in Question 16? Yes  No
- If Yes, please provide the following details in respect to each matter.*

NAME OF CLAIMANT OR POTENTIAL CLAIMANT	BRIEF DESCRIPTION OF MATTER	ESTIMATE OF POTENTIAL LIABILITY

18. Has the Practice or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? Yes  No
- If Yes, please supply details.*

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**Notice to the Proposed Insured** (Pursuant to the provisions of the Insurance Contracts Act 1984)

**1. Disclosure of Relevant Facts  
Your Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter which you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance. Your duty however does not require disclosure of a matter

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as insurer, ought to know
- as to which compliance with your duty is waived by the insurer.

**Non-Disclosure**

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

**Comment**

*The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (eg. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.*

**2. Claims Made Policy**

This proposal is for a "Claims Made" policy of insurance. This means that the policy covers you for claims made

against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover. You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

**3. Average Provision**

The policy provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of Indemnity available under this policy bears to the amount paid to dispose of the claim.

**Declaration**

I the undersigned, after enquiry declare as follows:

- (1) I am authorised by each of the other Applicants to make this Proposal.
- (2) I have read and understood the Notice to the Proposed Insured printed above.
- (3) I have read this Proposal and the accompanying documents and acknowledge the contents of same to be true and complete.
- (4) I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the insurers of any change in the particulars or statements contained in this Proposal or in the accompanying documents.

Although the signing of this Proposal does not bind the Applicants to effect insurance, the Applicants acknowledge that the particulars and statements contained in this Proposal and in the accompanying documents shall be the basis of the contract should a Policy be issued; and further, the Applicants acknowledge that the Proposal and the accompanying documents will be incorporated in the Policy.

Name of Practice: \_\_\_\_\_

Signed: Partner, Principal or Director: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_