



Design & Construct Professional Indemnity

Please find Important Notice and Disclaimers at the end of this document.

Details of the Policyholder(s)

1. Policyholder(s) name (Full name of companies to be insured):

ABN

Street Address

Suburb State Postcode

Website Date Established / /

2. Has the Policyholder(s) been involved in any merger or acquisition over the past 5 years? Yes No

If 'Yes', please provide details below:

3. Please **attach** CV's for each Partner/Principal/Director of the Policyholder(s).

4. Has any Partner/Principal/Director of the Policyholder(s) ever been declared bankrupt or been a Partner/Principal/Director in a construction company which has gone into administration or become insolvent? Yes No

If 'Yes', please provide full details below:

5. For each of the last two years has the Policyholder(s)

i. Returned a trading profit? Yes No

ii. Had a positive Net Cash Flow from Operating Activities? Yes No

If 'No', or unable to answer please attach the Policyholder(s) latest consolidated Audited Financial Statements.

6. Please provide details of current staff numbers:

a) Professionally Qualified staff	<input type="text"/>
b) Other Technical staff	<input type="text"/>
c) Labour staff	<input type="text"/>
d) Administration/Clerical	<input type="text"/>
Total	<input type="text"/>

7. Please list the current professional associations the Policyholder(s) belongs to:

Activities of the Policyholder(s)

8. Please describe the activities of the Policyholder(s) and specify what (if any) Professional Services are provided?

9. a) Please provide the total amount of income in each of the following

Location	Last Completed Financial Year	Current Year to Date (No of months <input type="text"/>)	Next Financial Year (Forecast)
Australia & New Zealand	\$	\$	\$
Other (please specify where)	\$	\$	\$
Total	\$	\$	\$

b) Please categorise the Policyholder(s) contracts and the amount of income for each activity:

Type of Activities	Last Completed Financial Year	Current Year to Date	Next Financial Year (Forecast)
Turnover derived from Design & Construct contracts, where the performance of Professional Services was provided by the Policyholder(s).	\$	\$	\$
Turnover derived from Design & Construct contracts where the Policyholder(s) had responsibility contractually for the performance of Professional Services, but all Professional Services were sub-contracted to third parties.	\$	\$	\$
Turnover derived from contracts where the Policyholder(s) undertook construction, erection, installation or manufacturing activities but had no responsibility contractually or otherwise for the performance of Professional Services.	\$	\$	\$
Pure "Fees" the Policyholder(s) receives for the performance of Professional Services Only	\$	\$	\$
Other Turnover , please describe:	\$	\$	\$
Total	\$	\$	\$

Activities of the Policyholder(s) (cont.)

c) Please further categorise the Policyholder(s) activities and state the percentage of turnover for each activity:

Contract Type	%	Contract Type	%
Airports		Pre-engineered or Modular Buildings/Structures	
Amusement Rides		Private Dwellings (individual design)	
Arenas and Stadiums		Project Homes (duplicated design)	
Bridges		Recreation/Playgrounds	
Churches		Renewable Energy – Hydro – Solar – Wind	
Convention Centers			
Dams			
External Façade/Cladding works		Residential Buildings (less than 3 stories)	
Government Buildings		Residential Buildings (more than 3 stories)	
Harbours/Piers/Ports		Roads	
Hospitals/Healthcare Facilities		Schools/Colleges	
Hotels		Sewerage/Waste Water Plants	
Industrial Waste Treatment		Swimming Pools	
Jails		Telecommunications	
Landfills		Theatres	
Manufacturing Plants		Utilities	
Mines		Warehouses	
Nuclear		Water Systems	
Office, Retail or Commercial Buildings (less than 3 stories)		Other (Please specify below)	
Office, Retail or Commercial Buildings (more than 3 stories)			
Parking Structures			
Petroleum/Chemical Structures			

10. Are there any substantial changes in the activities, or Contract Types which the Policyholder(s) has not undertaken before, anticipated in the next 12 months? Yes No

If 'Yes', please provide full details below:

11. Are there any Business Activities or Professional Services which are no longer conducted by the Policyholder(s) (or by any previous company name used by the Policyholder(s))? Yes No

If 'Yes', please provide details below including revenue/fee income derived there from, the period such activity was conducted and the reason for its discontinuation:

12. Does the Policyholder(s) engage consultants/sub-contractors to provide any Professional Services? Yes No

If 'Yes':

a) Please specify what Professional Services are sub-contracted?

b) Does the Policyholder(s) enter into “back to back” contracts with consultants/sub-contractors in respect of Professional Service liabilities and obligations they assume? Yes No

Activities of the Policyholder(s) (cont.)

- c) Does the Policyholder(s) insist that each consultant/sub-contractor carries (where applicable) their own
- Professional Indemnity Yes No Not Applicable
 - General Liability Yes No Not Applicable
 - Contractors Pollution Liability Insurance Yes No Not Applicable

d) Does the Policyholder obtain and keep on file an up to date COC for each type of insurance mentioned above? Yes No

13. Does the Policyholder(s) ensure that all building products used comply and conform with:
- a) the National Construction Code of Australia;
 - b) the Building Code of Australia;
 - c) Australian Standards;
 - d) approved conditions of use or application; or
 - e) any other applicable law or regulation? Yes No

14. Has the Policyholder(s) undertaken reviews of past projects to identify if any Building Products used or specified are either as at today's date non-compliant/non-conforming or were non-compliant/non-conforming at the time of use or specification? Yes No

If 'Yes', please complete the Building Products Register at the end of the proposal form to identify the building products that do not comply or conform with the current National Construction Code of Australia, the Building Code of Australia, Australian Standards, approved conditions of use or application or any other applicable law or regulation.

If 'No', please give details of risk management undertaken in this space:

15. Please provide details on what Financial due diligence the Policyholder(s) performs on consultants, subcontractors & suppliers given consideration to potential insolvency or administration.

16. a) How many current customers is the Policyholder(s) undertaking contracts for?
- b) Does any contract or client represent more than 25% of the total annual turnover? Yes No

If 'Yes', please provide details below:

17. Please provide a brief description of the Policyholders five (5) largest clients/contracts during the last 5 years

Client	Financial Year	Services provided by the Policyholder	Contract Value
			\$
			\$
			\$
			\$
			\$

18. Does the Policyholder(s) ever take an equity stake in any of the projects/contracts they are commissioned to work on? Yes No

19. Has the Policyholder(s) ever undertaken work in respect of which any potential civil liability is covered by a Project Specific Professional Indemnity insurance policy? Yes No

If 'Yes' please provide details of these policies in the Other Insurances Addendum.

Risk Management

20. Does the Policyholder(s) have formal procedures in place for the evaluation and approval for new clients, contracts and tenders? Yes No

If 'No'. Please provide details below:

21. Are standard forms of contracts and terms of engagement (including those with consultants, sub-contractors & suppliers) used by the Policyholder(s)? Yes No

If 'Yes', please **attach** copies of those contracts.

22. Are all non-standard contracts (including those with clients, consultants, sub-contractors & suppliers) legally reviewed prior to signing? Yes No

If "No" what risk management procedures are in place for reviewing non-standard contracts?

23. Is Legal Counsel an in-house function? Yes No

If 'No', who provides this service?

24. Are the scope of services to be performed always clearly set out in the contract or terms of engagement? Yes No

25. Does the Policyholder(s) have peer reviews and dual sign-off procedures in place in respect of Professional Services provided? Yes No Not Applicable

26. Does the Policyholder(s) limit its liability in contracts with clients? Yes No

If 'Yes'. Please provide details of the:

(a) typical limitation of liability agreed

(b) maximum liability agreed

27. Does the Policyholder(s) ever agree to hold harmless any third party for claims arising out of its services? Yes No

28. Does the Policyholder(s) ever agree to contract out of Proportionate Liability legislation? Yes No

29. Does the Policyholder(s) ever sign contracts where liability is accepted for consequential losses? Yes No

If 'Yes'. Please provide details below:

30. Does the Policyholder(s) hold ISO or any third party accreditation for;
 – Occupational Health & Safety Management Systems Yes No

– Quality Management Systems Yes No

– Environmental Management Systems Yes No

If 'Yes', When were these accreditations obtained? / / How often are these accreditation reviewed?

Please **attach** your latest risk management and quantity control documents.

31. Does the Policyholder(s) have formal processes and procedures in place to identify and report incidents or facts which might give rise to a professional indemnity claim? Yes No

Please attach your risk register.

Claims Information

32. After enquiry of the Partners/Principals/Directors and employees, has there been or is there now pending a claim against the Policyholder(s), its predecessors in business or its current or former Partners/Principals/Directors or employees for a breach of professional duty? Yes No

If 'Yes', please provide full details below:

33. After enquiry of the Partners/Principals/Directors and employees is the Policyholder(s) aware of any circumstances or incident which may give rise to a Professional Indemnity claim against the Policyholder or its Partners/Directors or employees? Yes No

If 'Yes', please provide full details below:

34. After enquiry of the Partners/Principals/Directors and employees is the Policyholder(s) aware of any prosecution or investigation (actual or pending) of the Policyholder or any Partner/Principal/Director or employees under any International, Commonwealth, State or Local statute, Legislation, regulation or by-law? Yes No

If 'Yes', please provide full details below:

35. After enquiry of the Partners/Principals/Directors and employees, has the Policyholder(s) or any Partner/Principal/Director or employee ever been subject to any disciplinary action, had a supervision order placed on them, been fined or penalised, or been the subject of alleging professional misconduct? Yes No

If 'Yes', please provide full details below:

36. After enquiry of the Partners/Principals/Directors and employees, is the Policyholder(s) or any Partner/Principal/Director aware of any current project or contract that is subject to
- (a) any material delay in progress or completion Yes No
- (b) any material cost overrun or adverse deviation from the project budget? Yes No

If 'Yes', please provide full details below:

Details of Insurance

36. What limit(s) of liability does the Policyholder(s) require quotations for?
 \$1 million \$5 million \$10 million Other

37. What self-insured retentions is the Policyholder(s) prepared to carry?
 \$50,000 \$100,000 Other

38. For the purpose of calculating applicable Stamp Duty, please state the number of current staff (including Directors/partners, full/part time and casual employees) located in each state or territory:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

Optional Extensions

39. Please select the Optional Extensions that the Policyholder(s) requires within the policy?

- Proportionate Liability Number of contracts where this was agreed last year?
- Limitation of Liability Number of contracts where this was agreed last year?
- Principal's Indemnity Number of contracts where this was agreed last year?
- Joint Venture Partners Liability Number of contracts where this was agreed last year?
- One Reinstatement Limit of Liability
- Statutory Liability

If Yes, Please answer a), b) and c). If not selected, please skip a), b) and c).

In the last 3 years, has the Policyholder(s), had any of the following:

- (a) A fine or penalty imposed by Federal, State, Local Government or other statutory authority? Yes No
- (b) Workplace or Environmental incidents that warranted investigation by any Regulatory Authority? Yes No
- (c) Been required to attend any hearing, inquiry, prosecution or other commission? Yes No

If 'Yes' please provide further details:

- Costs in Addition to the Limit of Liability
- Technology Services
- Pollution
- Claims Preparation Costs
- Claims Mitigation Costs
- Reduction of Retention
- Continuous Cover

Please provide details of previous Professional Indemnity Insurance in the Other Insurance Addendum.

- Novated Contracts Number of contracts where this was agreed last year?

Please provide details of the procedures and guidelines in place for evaluating the adequacy and quality of the Professional Services for which responsibility is assumed.

- Express Fitness for Purpose Number of contracts where this was agreed last year?

Please provide extracts from your 3 most recent contracts/deeds where this extension was specifically required. (Please ensure the applicable clause is highlighted).

Declaration

Please Note: Signing the Declaration does not bind the Policyholder or the Insurer to complete this insurance.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which this proposal relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice, Privacy Notice and Disclosure information contained in this proposal and that I have read and understood the content of them.

I consent to AIG collecting, using and disclosing personal information as set out in AIG's privacy notice in this proposal and the policy.

If I have provided or will provide information to AIG about any other individuals, I confirm that I am authorised to disclose the other individual's personal information to AIG and also to give the above consent on both my and their behalf.

I confirm that I am authorised by the proposing company (and its partners/principals/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the company (and its partners/principals/directors if applicable).

Name

Signature

Title

Date

About AIG

American International Group, Inc. (AIG) is a leading global insurance organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security, AIG common stock is listed on the New York Stock Exchange.

This document is provided as a general overview of the subject matter and should not be taken as providing any specific advice, legal or otherwise. The precise scope and breadth of policy coverage is subject to the specific terms and conditions of the policy wording and any applicable module(s). Availability of cover is subject to underwriting approval. In Australia, insurance is issued by AIG Australia Limited ABN 93 004 727 753, AFSL 381686. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc.



Policyholder(s) Other Insurance Addendum					
Please provide details of the Policyholder's own:	Insurer	Policy Number	Period of Insurance	Limit of Liability	Please attach your current certificate of currency
General Liability (Does this policy include cover for injury and damage as a result of faulty design?) <input type="checkbox"/> Yes <input type="checkbox"/> No				\$	<input type="checkbox"/>
Material Damage/Contract Works (Does this policy include cover for damage as a result of faulty design?) <input type="checkbox"/> Yes <input type="checkbox"/> No				\$	<input type="checkbox"/>
Contractors Pollution Liability				\$	<input type="checkbox"/>
Previous Professional Indemnity				\$	<input type="checkbox"/>
Project Specific Professional Indemnity				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>

Non-Conforming Building Products Register											
Project Name	Project Description	Type of Contract	Non-Conforming Building Product	No. of Stories	Fire Protection	Contract Value	Completion Date	Project Certifier	Architect	Engineer	Product Supplier
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	
								<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	<input type="checkbox"/> COC on file	

Important Notices

This Policy is issued/insured by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL No 381686

Sydney: Level 19, 2 Park Street, NSW 2000 (1300 030 886)

Melbourne: Level 12, 717 Bourke Street, VIC 3008 (1300 030 886)

Brisbane: Level 11, 120 Edward Street, QLD 4000 (1300 030 886)

Perth: Level 11, 108 St. George Terrace, WA 6000 (1300 030 886)

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, 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.

Subject to the Cancellation General Provision, 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.

Claims-Made and Notified

This Policy contain claims-made and notified Insurance Covers and extensions. This means that those Insurance Covers and extensions will only cover **Claims** first made against you during the **Policy Period** and notified to the **Insurer** as soon as practicable in the **Policy Period** or any applicable extended reporting period. This **Policy** may not provide cover for any **Claims** made against you if at any time prior to the commencement of this **Policy** you became aware of facts which might give rise to those claims being made against you.

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

This **Policy** excludes prior **Claims** and circumstances as outlined in the "Prior Claims and Circumstances" Exclusion.

Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

How We Collect Your Personal Information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and

Why We Collect Your Personal Information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

To Whom We Disclose Your Personal Information

In the course of underwriting and administering your policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

Access to Your Personal Information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG. In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

Copyright

The content of this policy wording, the schedule and any endorsement or notice we give you in writing, including but not limited to the text and images therein, and their arrangement, is the copyright property of AIG. All rights reserved. AIG hereby authorises you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy wording, the schedule and any endorsement or notice we give you in writing, without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

Dispute Resolution Process

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

- (i) contact your insurance intermediary and they may raise it with us;
- (ii) if your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Compliance Manager
AIG Australia Limited
Level 12, 717 Bourke Street
Docklands Vic 3008