

# PROPOSAL FORM

# **ARCHITECTS & ENGINEERS PROFESSIONS PROFESSIONAL INDEMNITY**

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

LICYHOLDER DETA	ILS
Policyholder Name	
Client Contact	3. ABN
l	
Street Address	5. State 6. Postcode
oncer / ladiess	
	8. Is the policyholder's business registered to charge GST? 📃 Yes 📃 No
	8. Is the policyholder's business registered to charge GST? Yes No
Website Address	10. Date Commenced
	Policyholder Name

# **BUSINESS DETAILS**

11. Please state in full the professional services and nature of advice provided:

12. Please indicate the Gross Fees/Income for each of the following:	Previous Financial Year	\$
	Current Financial Year	\$
	Projected Financial Year	\$
13. Please state the aualifications and experience of all Principals:		

Name all Principles, Directors, Partners	Qualifications	Date Qualified	Period Practising

14. Please state the number of current employees (including Directors/partners, full/part time and casual employees) located in each state or territory:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

15. For the purposes of calculating Stamp Duty, please indicate (by selecting the applicable checkbox) those states in which the business is exempt from Stamp Duty application:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

A /			I E C
<b>4</b>	-	1 V	IES
-	~~		 _

16. Please state the percentage of gross income/fees for each activities set out in the below table:

Activities	%	Activities	%
Civil		Marine	
Structural		Project Management	
Mechanical		Town Planning/Feasibility Studies	
Electrical		Land/Building Surveying	
Chemical		Quantity Surveying	
Process/Control Systems		Architecture	
Environmental		Draftsman work	
Geotechnical		Interior Design	
Acoustic		Landscape Architecture	
Heating/Ventilation/Air Conditioning		Other (Please specify):	
Mining			
Hydraulic			
Total			100%

17. Please further categorise the business activities undertaken by contract type, and state the percentage of gross income/fees for each:

Activities	%	Activities	%
Residential Buildings		Bridges/Tunnels	
Commercial Buildings		Dams	
Industrial Buildings		Roads	
Institutional Buildings		Harbours/Jetties	
Modular Buildings		Sewerage plants	
Fairground Structures		Waste disposal treatment	
Mines		Pollution Control Systems Design	
Oil & Gas Pipelines		Pre-purchase inspections	
Petrochemical plants/Refineries		Land Surveying	
Nuclear Facilities		Building surveying	
Foundations/Underpinning		Marine surveying	
Total			100%

 18. Does the Insured engage in any actual construction or fabrication?
 Yes
 No

 If 'Yes', is this insurance application for a specific single project only?
 Yes
 No

RISK MANAGEMENT	
19. Are any of the Insured's activities performed in or provided to clients based in the USA/Canada? If 'Yes', please provide details of Insured activities below:	Yes No
20. Does the Insured have a formal evaluation and approval process, including involvement of the company's principals, to engage new clients or accept new projects? If 'Yes', please provide details of the evaluation and approval process:	Yes No
21. Does the Insured always use standard written contracts with clients that clearly outline the scope	
of services provided and contain appropriate limitations of liability?	Yes No
If 'No', please provide details of the Insured's practice in regards to contracts below:	
22. Does the Insured work on innovative design or with service providers that work on innovative design?	? Yes No
If 'Yes', please provide details of the innovative design work below:	

# Proposal | Architects & Engineers Professions Professional Indemnity

CLAIMS HISTORY		
23. Has there been or is there now pending a claim against the Insured, its predecessors in business or it's current or former partners/principals/directors or employees for a breach of professional duty? If 'Yes', please provide details of the claim below:	Yes	No
<ul><li>24. Is the Insured aware of any circumstance or incident which may give rise to a claim against the Insured or its partners/principals/directors or employees?</li><li>If 'Yes', please provide details of the circumstance or incident below:</li></ul>	Yes	No
25. Is the Insured aware of any prosecution or investigation (actual or pending) of the Insured or any partners/principals directors or employees under any International, Commonwealth, State or Loca statute, legislation, regulation or By-Law? If 'Yes' please provide details of the prosecution or investigation below:	Yes	No
26. Has the Insured or any partner/directors or employees ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct? If 'Yes', please provide details of the misconduct below:	Yes	No
27. Has the Insured ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy? If 'Yes', please provide details below:	Yes	No
LIMITS OF LIABILITY		
28. What limit(s) of liability does the Insured require quotations for?		
\$1 million \$2 million \$5 million \$10 million Other \$		
OPTIONAL EXTENSION - GENERAL LIABILITY		
<ul> <li>Please complete this section if you require General Liability as an Optional Extension</li> <li>29. Are all your services provided in an 'office' based environment?</li> <li>Please Note: The General Liability extension cannot be offered under this policy if Professional services are not being solely performed in an office based environment.</li> </ul>	Yes	No
30. Have there been any public/products liability claims made in the pasts five (5) years? If 'Yes', please provide details of the past claims below:	Yes	No
<ul> <li>31. What General Liability limit(s) is required?</li> <li>\$5 million</li> <li>\$10 million</li> <li>\$20 million</li> <li>Other</li> </ul>		

## DECLARATION

Please Note: Signing the Declaration does not bind the proposer 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 modules 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. ©AIG – all rights reserved

#### **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, 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**. 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
- publically available sources.

# 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