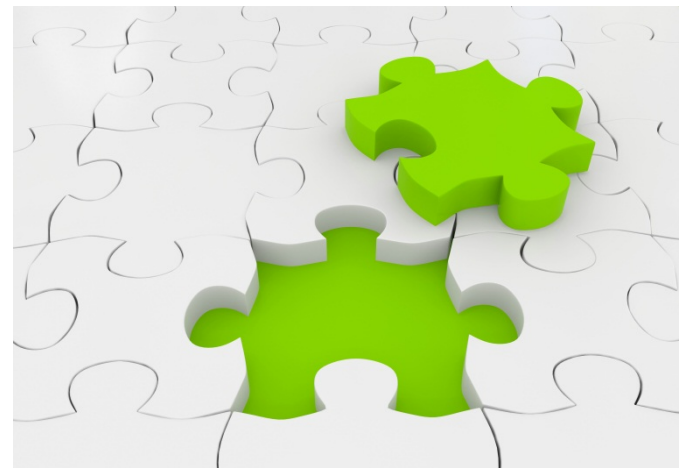


## Professional Indemnity & Liability Insurance **PROPOSAL FORM**



## **Project Management Institute**

**Please return this completed proposal to:**

Perrymans  
General Insurance Brokers  
PO Box 596, Kent Town SA 5071  
Fax: 08 8362 3131 | Email: [admin@perrymans.com](mailto:admin@perrymans.com)

If you have any queries please phone: 08 8362 7127

**PLEASE READ THE FOLLOWING NOTICES BEFORE COMPLETING THIS PROPOSAL FORM.**

**Your Duty of Disclosure – Contracts of General Insurance**

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 that 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 the Insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, 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 their liability under the contract in respect of a claim and/ 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.

**Change of Risk or Circumstances**

The terms and conditions of any insurance policy offered by the Insurer will be based on the information provided to the Insurer.

If any material change occurs to the information provided on or with this proposal form prior to the inception of the policy, it is essential that the Insurer is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claim under the policy and/ or the continuation of the insurance contract.

**Claims Made Policy – Professional Indemnity Policy**

Any insurance contract (policy) that may be offered on the basis of this proposal form will provide insurance on a "claims made" basis.

This means that the policy will indemnify you for claims made against you and notified to the Insurer during the period of insurance. The policy will also respond to the written notification of facts that might give rise to a claim pursuant to Section 40(3) of the Insurance Contracts Act 1984 which states;

*"Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, 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 the insurance cover provided by the contract."*

The policy does not provide indemnity in relation to:

- events that occurred prior to the retroactive date, if any, specified in the policy;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims made against you after the expiry of the period of insurance;
- claims arising out of claims or circumstances noted on this proposal form or any previous proposal form;
- claims arising out of any facts or circumstances known to you at the commencement of the period of insurance where such facts or circumstances would have put a reasonable person in your position on notice that a claim may be made against you in the future.

The indemnity provided by the policy is subject to all the terms and conditions of the policy.

**Surrender or Waiver of any Right of Contribution or Indemnity**

Where another party would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the policy, but you have agreed with that party that you would not seek to recover any loss or damage from that party, you are **NOT COVERED** under the policy for any such loss or damage.

**Increased Contractual / Assumed Liabilities**

Unless otherwise agreed by the Underwriter/Insurer, Insurance policies **EXCLUDE COVER** in respect of:-

- any liability assumed by the Insured under a contract, including but not limited to any express guarantee, warranty, contractual penalty or liquidated damages, unless such liability would have attached to the Insured in the absence of such contract; or
- any duty or obligation assumed by the Insured that is not assumed in the normal conduct of the Insured business

You should obtain appropriate legal advice before agreeing to or signing any such document.

**Not a Renewable Contract**

Any insurance policy offered by the Insurer will terminate at expiry of the specified period of insurance. There is no right to automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the expiring policy so that the Insurer may consider whether or not to offer a replacement policy, and if so, on what terms.

**Retroactive Liability**

The contract does not provide cover in relation to events that occur before the commencement of the contract unless retroactive liability cover is requested in this proposal form AND THE CONTRACT IS EXTENDED accordingly. If you require further explanation please contact our office.

**Average Provision**

One of the insuring provisions of the Professional Indemnity Contract of Insurance provides that where the amount required to dispose of a claim exceeds the limit of the sum insured in the contract the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the contract limit bears to the total amount required to dispose of the claim.

**Privacy Policy**

Perrymans O'Grady Philpott Pty Ltd trading as Perrymans is conscious of its obligations under the privacy legislation and regulations relating to the way we can collect, use, keep secure and disclose personal information. We have developed a privacy policy which explains what sort of personal information we hold about you and what we do with that information.

For further queries regarding any of the above please our Privacy Officer or refer to our [www.perrymans.com/privacy-policy](http://www.perrymans.com/privacy-policy).

**Important Instructions for Completing this Proposal Form**

- All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.
- Where a Yes/No response is indicated please tick or cross the applicable box.
- This form must be signed by at least one principal, partner or director of the principal entity seeking insurance after all necessary enquiries have been made of the principals, partners, directors, employees and Consultants, Subcontractors & Agents of all entities seeking insurance.
- Where there is insufficient space to answer any question, or additional documentation or information is required, please provide same by way of a clearly labelled attachment to this proposal form and specify the applicable attachments in the space provided for each question.
- Provision of CV's and/or Company Capability Statement
- If you require any assistance in completing this proposal form please contact Perrymans.
- If a contract of insurance is agreed, this proposal form will form the basis of the contract.

### SECTION 1: DETAILS OF THE PROPOSER

a) Insured Business/Entity Name(s) ("**Proposer**") Date Business Commenced


*Please attach if insufficient space*

b) Insured Sub-Consultants/Contractors: Date Commenced Date Ceased


*Please note the above must include **current** and **previous** consultants/subcontractors that require cover under this policy. Please attach if insufficient space*

c) Primary Contact: \_\_\_\_\_

d) Postal Address: \_\_\_\_\_

e) Street Address: \_\_\_\_\_

f) Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

g) Web Address: \_\_\_\_\_ Email: \_\_\_\_\_

h) Country or State of Registration: \_\_\_\_\_ ABN No: \_\_\_\_\_

i) **Particulars of All Principals / Partners / Directors** (if insufficient space, please annex additional information).

Name of Principal / Partners / Directors	Age	Qualifications	Years Practising as Principal of Insured Entity

j) Do Principals / Partners / Directors listed above require cover for **Previous Business Entities/Trading names** other than that declared in a)?  
*If Yes, we will forward a separate declaration for your completion.* Yes  No

k) **Staff** (Total Number of :)

	Number of Part Time	Number of Full Time
Partners, Principals, Directors		
Sales Staff etc.		
Consultants, Sub-contractors, Agents		
Project Management Staff		
Office Administration Staff		
<b>Total Number of Staff</b>		

### SECTION 2: MEMBERSHIP DETAILS

a) Please advise if you are a member of any professional bodies:

Australian Institute of Project Management (AIPM) Yes

Project Management Institute (PMI) Yes

Other Associations: \_\_\_\_\_

**SECTION 3: CATEGORY & ACTIVITY SPLIT**

a) Please advise percentage of activities in following areas **for Insureds and Consultants, Subcontractors & Agents to be insured under this policy**

**Construction Related Activities** – Work for the **current year** where activities are related to or have application to construction, manufacturing, engineering or similar type industries **irrespective of the involvement.**

**Non-Construction Related Activities** – Work for the **current year** that **does not relate to** construction, manufacturing, engineering or similar type industries ie. Business management processes, training, planning, marketing and the like etc.

If in doubt please contact our office.

**Before completing please review all the categories carefully**

Where **FULL DETAIL** is required, please advise the description of projects, your role/responsibility and total fees earned for any one project.

	Performed By Insured		Sub-Contracted Out to others not covered by this policy*
	Construction Related Activities	Non-Construction Related Activities	
<b>Business Services</b> (Where you are engaged to or actually undertake the following activities)			
- Compliance Reviews	%	%	%
- Consultant / Advice Only (requires explanation)	%	%	%
- Corporate Consulting (Senior Management Advisory only - Excluding Mergers & Acquisitions)	%	%	%
- Operational Process Review	%	%	%
- Strategic Planning and Marketing	%	%	%
- Training	%	%	%
- Other* – Please provide FULL DETAIL:	%	%	%
<b>Project Management Services</b> (where you are solely undertaking project management of the following activities)			
- Business Services – Strategic / Process / Marketing Reviews	%	%	%
- Business Services – Compliance / Consulting (Excluding Mergers & Acquisitions Advice)	%	%	%
- Business Services – Training	%	%	%
- Construction	%	%	%
- Contract Administration & Management	%	%	%
- Design / Engineering	%	%	%
- Feasibility Studies	%	%	%
- Surveying	%	%	%
- Information Technology (Excluding any technical IT work eg. <b>NO</b> programming, website design, hardware and software maintenance)	%	%	%
- Other* – Please provide FULL DETAIL:	%	%	%
<b>Design &amp; Engineering Services</b> (Where you are engaged to or actually undertake the following activities)			
- Architectural	%	N/A	%
- Chemical	%	N/A	%
- Civil	%	N/A	%
- Communication	%	N/A	%
- Drafting	%	N/A	%
- Structural	%	N/A	%

\* Activities continued over next page

- Electrical		%	N/A	%
- Environmental		%	N/A	%
- Fire		%	N/A	%
- Geotechnical		%	N/A	%
- Hydraulic		%	N/A	%
- Interior		%	N/A	%
- Landscape		%	N/A	%
- Marine		%	N/A	%
- Mechanical		%	N/A	%
- Process Control Systems		%	N/A	%
- Town Planning		%	N/A	%
- Transportation		%	N/A	%
- Other* – Please provide FULL DETAIL:		%	%	%
<b>Surveying Services</b> (Where you are engaged to or actually undertake the following activities)				
- Cadastral		%	N/A	%
- Engineering		%	N/A	%
- Building		%	N/A	%
- Marine		%	N/A	%
- Hydrographic		%	N/A	%
- Quantity		%	N/A	%
- Other* – Please provide FULL DETAIL:		%	%	%
<b>Construction Management Services</b>				
- Onsite Construction Management (Management of Trades and physical works, does not include incidental site visits as Project Manager)		%	N/A	%
<b>Total</b>		<b>100%</b>		<b>%</b>

*\*NB: Other Activities require referral to the Insurer*

**b) Other / Past Activities**

Have you **ever** performed any activities that have not been identified in the above table that are to be covered by this policy?

Yes  No

If Yes please provide **FULL DETAIL**:

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**c) Project Sign Off and/or Design /Engineering Activities**

Are you or have you (or any other party that is covered by this policy) ever been:

- i. **responsible for ultimate sign off** of projects, or
- ii. do you (or any other party that is covered by this policy) **provide design and/or engineering activities** in the following fields:

- Contaminated Site Clean Up/ Remediation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Corporate Advisory (including financial advice, and mergers and acquisitions)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Defence projects in connection with weapons systems, security systems, control engineering, or mission critical systems	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Design or Engineering in connection with Mines, Mine Management, Mine Environmental, or Mining Project Management activities (excluding above ground mining support infrastructure)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Petro-Chemical/ Refineries/ Fertilisers/ Ammonia Plants	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Structural Design or Construction of Power Stations,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Dams	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Railways	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Silos	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Theme / Fun Parks	Yes <input type="checkbox"/>	No <input type="checkbox"/>
- Tunnels for road or rail	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes to any of the above, please provide <b>FULL DETAIL:</b>		

**d) Asbestos, Pest and Pre-purchase Property Inspections and Certification**

Have you or any of your contractors ever provided Asbestos, Pest and/or Pre-purchase Inspections and/or Certification?

Yes  No

**e) Construction Related Activities**

Are you responsible for **ultimate sign off** of any **Construction Related projects exceeding \$50M** in total overall contract value?

Yes  No

**f) Contractual Agreements – Waivers of Subrogation**

Other than for your Consultants, Subcontractors and Agents insured under this cover do you ever enter into agreements (ie. hold harmless) or otherwise waive any legal right or entitlement that you may have.

Yes  No

**g) Contractual Agreements – Increased Contractual Liability**

Do you ever enter into agreements that may serve to increase your liability above that which you would normally be liable in the absence of such a contract (ie. including but not limited to any express guarantee, warranty, contractual penalty or liquidated damages, or any duty or obligation assumed by the Insured that is not assumed in the normal conduct of the Insured business)

Yes  No

**h) Manual Works**

Do you, or any contractors engaged to you undertake any manual works ie. Construction Works or Geotechnical drilling?

Yes  No

If you answer YES to any of the above we will need **FULL DETAIL** of your involvement in the above. Your risk will need to be referred to the Insurer for consideration:

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- i) Please give a brief description of the project, contract value, type of structure and fees derived from the two largest Contracts / Projects undertaken by **you** (as declared in Section 1 a) ie. Not as an Employee) during the last 5 years.

**For new businesses**, please describe projects you are likely to undertake.

### Contract 1

<b>Brief Description</b>			
<b>Location</b>	<b>Professional Role</b> (ie. engaged as )	<b>Total Contract Value</b>	<b>Actual / Estimated Fees</b>
		\$	\$

### Contract 2

<b>Brief Description</b>			
<b>Location</b>	<b>Professional Role</b> (ie. engaged as )	<b>Total Contract Value</b>	<b>Actual / Estimated Fees</b>
		\$	\$

## SECTION 4: INCOME DETAILS

- a) Please provide details of fees:

**Prior Financial Years Gross Fees:**

(Including total fees earned by Insured & paid to Consultants, Subcontractors and Agents)

\$
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**State Financial Year:**  
(eg 14/15)

/
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**Current Financial Years Fees (Estimated):**

(Including total fees earned by Insured & paid to Consultants, Subcontractors and Agents)

\$
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**State Financial Year:**  
(eg 15/16)

/
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- b) Please provide a percentage (%) breakdown of the fee income by State or Territory (Based on Previous Financial year):

State	NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/Seas	Total
%										100%

## SECTION 5: INSURANCE HISTORY

- a) Are you currently insured for Professional Indemnity? Yes  No

*If yes, please complete the table below for the last 5 years.*

Name of Insurer & Broker	Period Insured	Sum Insured	Excess
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

- b) After appropriate enquiry, has the proposer, or any party to be covered by this policy:
- i. ever had a professional indemnity or liability insurance policy refused, cancelled or avoided, had a renewal declined (other than insurer exiting that area of insurance), or had special terms or restrictions imposed? Yes  No
  - ii. Ever been subject to disciplinary proceedings for professional misconduct? Yes  No
  - iii. Had any claim(s) been made against you for professional negligence, error or omission, bodily injury or property damage, in the past 5 years where the value of all claims notified exceed \$20,000 **including current reserves** Yes  No
  - iv. Aware of any circumstances not already notified to insurers which may give rise to a Claim against you or any other party to be covered by this policy? Yes  No

If you answered **YES** to (i) & (ii) please provide FULL DETAILS on your letterhead by separate attachment  
 If you answered **YES** to (iii) & (iv) please complete claim addendum at the end of this proposal

In all cases supporting detail should be provided.

**SECTION 6: LIMIT OF INDEMNITY REQUIRED**

- a) Please select the amount of Indemnity required: \* Please indicate whether you also require cover for Public Liability

Professional Indemnity		Public Liability	
\$1,000,000	<input type="checkbox"/>	\$10,000,000	<input type="checkbox"/>
\$2,000,000	<input type="checkbox"/>	\$20,000,000	<input type="checkbox"/>
\$5,000,000	<input type="checkbox"/>		
Other – Please State: \$	<input type="checkbox"/>	Other – Please State: \$	<input type="checkbox"/>

- b) **Retroactive Cover**

This extends cover under the policy (to which this proposal relates) for liabilities arising from work as declared in this proposal. No cover will be provided under the policy (to which this proposal relates) for known claims and circumstances. The recommended date should be **“unlimited”** where previous business / prior entity cover exists.

Please state date from which retroactive cover is required:

Currently Insured:	Unlimited	<input type="checkbox"/>
Where cover is <b>not</b> currently in Place:	Policy Commencement/Inception	<input type="checkbox"/>
	Unlimited (Additional Premium Charged)	<input type="checkbox"/>

- c) **Optional Extensions:**

Employment Practices Liability	<input type="checkbox"/>
2 Reinstatements of the Sum Insured (Policy Provides for 1 reinstatement)	<input type="checkbox"/>

- d) **Uninsured Risks** – Additional Insurances you may require

Office Insurance	<input type="checkbox"/>
Worker’s Compensation (According to State Legislation)	<input type="checkbox"/>
Corporate Travel	<input type="checkbox"/>
Management Liability, Statutory Liability, Pecuniary Fines & Penalties	<input type="checkbox"/>
Other:	<input type="checkbox"/>

If you have ticked any of the above, we will forward separate declarations for your completion.



**SECTION 7: DECLARATION**

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**Consultants, Subcontractors & Agents**

The PMI Insurance Facility can provide cover for consultants, subcontractors and agents **PROVIDED THAT they under the direct control / supervision of the Insured provided the professional activities are the same as that declared by the Insured and they are declared in Section 1 b) of this proposal.** Cover for consultants, subcontractors and agents are subject to no other cover being in place.

**Please note** it is the responsibility of the Proposer to ensure that all consultants, subcontractors and agents are appropriately qualified / experienced for the role they are undertaking.

I/We confirm that all consultants, subcontractors and agents are engaged to undertake professional activities same as the Insured: N/A  Yes  No

I/We confirm that all consultants, subcontractors and agents are appropriately qualified when engaged by the Insured: N/A  Yes  No

After Inquiry, I the undersigned declare that:

1. I have read and understood the **IMPORTANT NOTICES RELATING TO THIS PROPOSAL** at the start of this proposal form.
2. I confirm that I am authorised to act for and on behalf of all persons/parties who may be entitled to indemnity under any policy which may be issued pursuant to this proposal form and I acknowledge that I am completing the proposal on their behalf.
3. The statements and particulars in this Proposal (which includes any attachments and information supplied) are true and correct and that I have not misstated or suppressed any facts that may be material.
4. I acknowledge that I have a continuing obligation to notify you of any material changes. Should any material facts alter between the date of this Proposal (which includes any attachments and information supplied) and entering into any contract of insurance to which this Proposal (which includes any attachments and information supplied) relates, I will advise you immediately.
5. I understand and agree that this Proposal (which includes any attachments and information supplied) will form the basis of any Contract of Insurance arranged.
6. I understand that the signing of this proposal form does not bind the proposer or insurer to complete this insurance.

**DATE:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**FOR & ON BEHALF OF:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**HOW TO CONTACT PERRYMANS:**

Address: PO Box 596 | KENT TOWN SA 5071 | Australia

Telephone: 08 8362 7127 (If dialling from outside Australia +61 8 8362 7127)

Fax: 08 8362 3131 (If dialling from outside Australia +61 8 8362 3131)

E-mail: [admin@perrymans.com](mailto:admin@perrymans.com)

**SECTION 8: CLAIMS ADDENDUM**

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Please complete the following for each claim / circumstance.

*Photocopy as required or advise if you would like e-mailed to you*

a) Date Matter Notified to Insurers or Insurance Brokers

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b) Claimant or Potential Claimant

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c) Description of Matter

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d) Estimated loss of possible loss

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e) Is the Matter Finalised or Outstanding

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f) If Settled/Finalised please advise total of all costs

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g) If Outstanding please advise Current Status / Last Updated

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