

## PLEASE NOTE

*This proposal must be completed in ink by a Partner, Director or Principal of the Firm. If there is insufficient space to answer any questions, you may use the last page of this document as an extra space to complete questions, or attach documentation to a printout of this form, using additional sheets of the Firm's headed paper.*

## ABOUT THIS PDF

*This form is an interactive PDF. You may use [Adobe Acrobat Reader](#) to fill this form out electronically, and then email or print your form submission to Eastern Equity for processing.*

*You may also save this PDF locally to your hard drive for your records, or to complete the form at a later time. Fields highlighted by Adobe Acrobat Reader 9 in red must be completed.*

## BUSINESS DETAILS

Name of Firm  ABN

ACN  Email  Website

*If applicable*

Address  State / Territory  Postcode

Phone #  Fax #  Mobile #

*include area code, no spaces* *include area code, no spaces* *no spaces*

### 1) Date of commencement of:

Current Firm  b) Cessation of Former Firm(s)

### 2) Names in full of all Partners / Directors / Principles

*Qualifications*

*Date Obtained*

*Length of time that the position has been held*

<i>Names in full of all Partners / Directors / Principles</i>	<i>Qualifications</i>	<i>Date Obtained</i>	<i>Length of time that the position has been held</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3) Is cover required for any previous business entity?  Yes  No

*If Yes is answered, please provide details below:*

4) Please specify a headcount number for the following:

Partners / Directors / Principals  Qualified Staff  Other Staff

5a) Does the firm enter any written agreements or letters of appointment?  Yes  No

5b) Does the firm issue any literature, etc. describing the services offered?  Yes  No

*If Yes is answered, please supply examples in email or print form or enter further details below.*

6) Please give the total annual gross fees for the current year and an estimate for the coming 12 month period:

	<i>Australia</i>	<i>Overseas</i>	
Current Year	<input type="text"/>	<input type="text"/>	<i>Please state the date of your financial year:</i> <input style="width: 100px;" type="text"/>
Coming Year	<input type="text"/>	<input type="text"/>	

7) Please provide details of the five largest Contracts undertaken in the past 5 years:

<i>Title of Contract</i>	<i>Fee</i>	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<i>enter the word 'nil' into each box if fewer than 5 contracts have been undertaken.</i>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	

8) Please provide an approximate percentage of your activities, based on fee income, applicable to each State / Territory:

*enter '0' if not applicable for any field*

NSW	<input style="width: 80%;" type="text"/>	VIC	<input style="width: 80%;" type="text"/>	QLD	<input style="width: 80%;" type="text"/>
SA	<input style="width: 80%;" type="text"/>	WA	<input style="width: 80%;" type="text"/>	TAS	<input style="width: 80%;" type="text"/>
NT	<input style="width: 80%;" type="text"/>	ACT	<input style="width: 80%;" type="text"/>	Overseas	<input style="width: 80%;" type="text"/>

9) Is any of the work for which you are responsible subcontracted?

Yes  No

a) If Yes, Do they carry professional indemnity insurance?

Yes  No

b) What % of income is paid to such persons?

10) Are you involved in any process of manufacture, construction, alteration, repair, installation or sale or supply of materials and equipment, other than in a pure consultancy capacity as previously described?

Yes  No

If Yes is answered, please provide details below:

11) Has the Firm or any of the Partners / Directors / Principals ever been a member of a consortium or a joint venture?

Yes  No

If Yes is answered, please provide details below:

12) Do you require this Insurance to provide for legal actions brought:

a) Only in the courts of Australia / New Zealand

Yes  No

b) In Courts anywhere in the world excluding USA & Canada

Yes  No

13) Is the Firm represented in the USA or Canada and or their Territories?

Yes  No

If Yes is answered, full details must be provided below:

14) Does the Firm or any Partners/Directors/Principals have an association with or a financial interest in any other firm or organization?

Yes  No

If Yes is answered, full details must be provided below:

15) Please provide the following details, if applicable:

Name of current Insurer/s	<input type="text"/>	Limit of Indemnity	<input type="text"/>
Excess Applicable	<input type="text"/>	Expiry Date	<input type="text"/>
Premium	<input type="text"/>		

16) Has any Insurer ever, in respect of the Firm and or the Partners / Directors/Principals and/or its former Partners/Directors/Principals:

- a) Declined to insure?  Yes  No
- b) Imposed special terms?  Yes  No
- c) Cancelled or avoided a policy?  Yes  No

17) Has any claim for professional negligence, error or omission ever been made against the Firm and or Partners/Directors/Principals or employees and or their predecessors in the Firm whether insured or not?

Yes  No

*If Yes is answered, please supply an attached claims addendum at the end of this document.*

18) Are any of the Partners/Directors/Principals or employees *after enquiry* aware of any circumstances which are likely to give rise to a claim against the Firm or its predecessors in business or any of its present or former Partner / Directors/Principals or employees?

Yes  No

19) For what limits of indemnity do you require quotation?

\$250,000  \$500,000  \$1,000,000  Other

*please specify below:*

a) What policy excess do you require?

**DECLARATION**

I/We declare and warrant that all the statements and particulars here given are true and that no information whatever has been withheld which might influence a prudent Insurer's judgement and the acceptance of this Proposal. Should the above Particulars alter in any way.

I/We will advise Insurers as soon as possible.

I/We understand that failure to disclose any material facts which would be likely to influence the acceptance and assessment of the Proposal may result in Insurers refusing to provide indemnity or voiding the policy in every respect.

I/We hereby agree that this Declaration shall be the basis of the contract between me/us and Insurers.

Name of Proposer

Date  Signed

*On behalf of all Partners / Directors / Principles*

## NOTICE TO INSURED

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

### **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 an 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 voiding the contract from its beginning.

### **Claims Made Policy**

This policy is 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 insurance. The Policy does not provide cover 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 (whether made or issued by the Insurer or any other insurer);
- claims made against you prior to commencement of the period of insurance;
- claims arising out of claims and circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- subject to what is said in the next paragraph, claims made after expiry of the period of Insurance even though the event giving rise to the claim may have occurred during the period of insurance.

However, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as reasonable practicable after you become aware of those facts but before expiry of the period of insurance, the policy will, subject to its terms and conditions, cover you notwithstanding that a claim is only made after expiry of the period of insurance.

### **Average Provision**

The insurer provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of the claim, the liability of the Insurer 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.

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

Where another person or company 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 person either before or after inception of the policy that you would not seek to recover any loss or damage from that person, you are not covered under the policy for any such loss or damage unless the agreement of the Insurer is obtained beforehand.

## CLAIMS ADDENDUM

To be completed if you answered Yes to Q17. Claims Question

### Claim 1

Date matter notified to insurers  
or Insurance Broker:

Claimant / Potential Claimant

Brief Description of Matter

Estimated / Possible loss

Is the matter:

Finalised  Outstanding

### Claim 3

Date matter notified to insurers  
or Insurance Broker:

Claimant / Potential Claimant

Brief Description of Matter

Estimated / Possible loss

Is the matter:

Finalised  Outstanding

### Claim 2

Date matter notified to insurers  
or Insurance Broker:

Claimant / Potential Claimant

Brief Description of Matter

Estimated / Possible loss

Is the matter:

Finalised  Outstanding

### Claim 4

Date matter notified to insurers  
or Insurance Broker:

Claimant / Potential Claimant

Brief Description of Matter

Estimated / Possible loss

Is the matter:

Finalised  Outstanding

## YEAR 2000 ISSUE QUESTIONNAIRE

### *Professional Indemnity Insurance*

In relation to the duty of disclosure owed Insurers pursuant to Section 21 of the Insurance Contracts Act 1984 (Commonwealth) we advise that the Year 2000 issue is a matter relevant to us in deciding whether to accept the risk, and if so, on what terms.

1. a) You have a responsibility to identify, address or correct any Year 2000 problem for any past or present clients or do you make (or have you made) any representations that any professional services and/or product distributed, manufactured, sold, specified, installed, serviced altered, repaired or supplied by you is Year 2000 compliant?

Yes  No

b) If "Yes" do any of your client base have Year 2000 computer system Compliance problems?

Yes  No

(Insurers consider that proactive risk management procedures should be adopted in this area as a matter of prudence e.g. specific enquiry of clients.)

c) If "Yes" to b. above, have you satisfactorily addressed the methodology to be employed to overcome such problems with each client affected?

Yes  No

2. a) Do you as a company, have Year 2000 computer system compliance problems as would affect the level or timeliness of service available to your clients?

Yes  No

2. b) If "Yes" have you addressed the Year 2000 computer system issue and developed a corporate strategy to remedy any shortcomings regarding compliance?

Yes  No

*If you have answered "No" to 1c or 2b above, please provide additional information.*

Company Name

Date

Signed