

Professional Indemnity Design & Construct Proposal Form

IMPORTANT NOTES

PRIVACY STATEMENT

This notice sets out how MECON and Agile collect, use and disclose personal information about:

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

In this section dealing with privacy, “we”, “our” and “us” refer to both MECON and AGILE as applicable.

Further information about our Privacy Policies is available at:

- for MECON, at www.mecon.au/about/privacy-policy/ or by contacting us at customerservice@mecon.com.au or on 02 9252 1040; and
- for Agile at www.agileunderwriting.com or by contacting us on 1300 705 031.

How We Collect Your Personal Information

We usually collect personal information from you or your agents.

We 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
- publicly available sources.

Why We Collect Your Personal Information

We collect information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; 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 us 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:

- entities to which we are related, reinsurers, contractors or third party providers providing services related to the administration of your Policy;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, medical providers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law; and
- in the case of MECON and AGILE, to each other.

As a Lloyds coverholder, AGILE is likely to disclose information to some of the Lloyds Syndicates we represent which are located in the United Kingdom. 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.

Access To Your Personal Information

Our Privacy Policies contain 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 MECON or AGILE.

In some circumstances permitted under the Privacy Act 1988, we 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

Any enquiry or complaint relating to this insurance should, in the first instance, be referred to Agile Underwriting Solutions Pty Ltd. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Australia Limited Level 9 1 O'Connell Street Sydney NSW 2000

Telephone Number: (02) 8298 0700

Facsimile Number: (02) 8298 0788

The Certain Underwriters at Lloyd's supporting Agile's binding authority agree that:

- a) In the event of a dispute arising under this Insurance, the underwriters at the request of the insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b) Any summons notice or process to be served upon the underwriters may be served upon Lloyd's General Representative in Australia, Level 9, 1 O'Connell Street, Sydney NSW 2000, who has authority to accept service and to enter an appearance on the underwriters' behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on underwriters' behalf.

- c) If a suit is instituted against any one of the underwriters, all underwriters on the binding authority will abide by the final decision of such Court or any competent Appellate Court.

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.

GST

If you are a Registered Business and the Australian Tax Office regulations permit us to settle any claims you may make, or which are made against you:

- exclusive of GST, or
 - where MECON can recover GST amounts included in such a settlement,
- then all amounts insured and all deductibles specified in the policy will exclude GST. In all other cases, the amounts must be GST inclusive.

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 that you know, or could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. (The information you provide on the Proposal Form forms a part of such matter). 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 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 its business, ought to know; or
- 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.

POLICY

In order to understand the insurance you are proposing, you must read the policy. Words beginning with a capital letter in this proposal form are defined in the Policy. Anything you state in this proposal form may be included in the policy. If you propose something which AGILE do not want to insure it will be excluded from the quotation we provide.

CLAIMS MADE AND NOTIFIED BASIS OF COVERAGE

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis. This means that the cover is for:

- claims first made against you during the Policy Period and notified to us during the Policy Period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and
- written notification of facts pursuant to section 30(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the Policy Period. If you give written notification of facts, the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, section 40(3) of the Insurance Contracts Act 1984 is set out below:
"S40(3) 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."

When the Policy Period expired, no new notifications of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the Policy Period.

RETROACTIVE DATE

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

The INSURER

The Insurer of this Policy are Certain Underwriters at Lloyd's acting through Agile Underwriting Agency Pty Ltd (Agile) as their agent.

Agile has been provided with a binding authority by the Insurers which allows us to enter into policies and settle claims on the Insurer's behalf, subject to the terms of the binder authority. In dealing with the Policy, Agile acts for the Insurer and not you.

It is recommended that the Insured seeks independent legal advice as to the appropriateness of this Policy.

Special provisions in the Insurance Act 1973 allow Lloyd's Underwriters to underwrite insurance business in Australia. Furthermore the Insurer and Agile are regulated by both APRA (Australian Prudential Regulation Authority) and ASIC (Australian Securities and Investments Commission).

PROPOSERS DETAILS

Company and Trading name:
(if applicable)

Contact Person

First Name

Last Name

Address for notices

Number, Street Address

Suburb

State

Postcode

ABN

Australian Business Number

Registered for GST?

Yes

☐

No

☐

GST % (If varied from 100%)

Date Business Established

Website address

Have you either alone or in partnership or jointly with any other party or any of your directors or office holders*
(*registered company)

- had an insurer decline any claim, cancel any insurance policy or impose special terms to any insurance policy?
- been charged with or convicted of any criminal offence?
- been declared bankrupt, insolvent, had a liquidator appointed or been a defendant in any civil court case?
- been subject to a supervision order, had your license suspended, revoked or been rejected to the civil administrative tribunal?

Yes

☐

No

☐

If 'Yes' to any of the above, please provide full details here (or in space provided on last page)

All answers above will be regarded as answers by all parties related to the proposal.

ABOUT YOUR BUSINESS

What percentage of your business relates to:	Australia	Elsewhere	% of Total
*Construction from designs supplied by principal / owner / client / your employers			
*Construction from designs supplied by, and under supervision of, architects / engineers who have their own P.I. insurance but are engaged by the principal / owner / client / your employers			
Construction from designs supplied by architects/engineers who have their own PI insurance, but are engaged by you			
You provide designs and/or technical and/or supervision advice but have no contractual or manual labour involvement in construction work			
You provide designs and/or technical and/or supervision advice and subcontract construction work to others			
You design and construct from your own designs and you provide technical advice and supervision			
*Choose whichever is the more applicable to your business			100%

NON-CONFORMING BUILDING MATERIALS

There are "Building Materials" (including, but not limited to, electrical wiring, external insulation, finishing systems, wall paneling, cladding or façade materials) that are not compliant with, do not conform with, or have been installed, applied or used in a manner that does not comply with, all relevant provisions of the National Construction Code, the Building Code of Australia, Australian Standards, approved conditions of use or application, or any other applicable laws or regulations.

Have you ever used or specified such Building Materials? Yes ☐ No ☐

Will you use or specify such Building Materials in the future? Yes ☐ No ☐

Have any claims been made against you, or are you aware of circumstances that could result in claims against you, arising from such Building Materials? Yes ☐ No ☐

PROFESSIONAL SERVICES

What is your business involved with and what is the % of your gross turnover applicable to each activity below:.

(Note, we have listed the most common activities in the first list).

*Choose whichever is the more applicable

Business Activity	Y/N	% of Turnover
Commercial building construction (offices, shops)		
Commercial building, interior fitout work		
Drafting Services		
Earthmoving		
Electrical installation		
Engineering		
Existing commercial building extensions and renovations		
Existing residential building extensions and renovation		
Flooring construction		
Formwork		
Heating, ventilation, air conditioning		
Industrial building construction (factories, warehouses, etc.)		
Landscaping		
Marine Structures		
Painting, decorating, plastering		
Plumbing and drain laying		
Refrigeration		
Residential building construction < 3 storeys		
Residential building construction > 3 storeys		
Roadworks		
Scaffolding		
Swimming pools		
Subdivision establishment		
Other (Please specify)		

Do you engage subcontractors to provide services and/or advice (such as engineers, plumbers, electricians etc.) Yes ☐ No ☐

If yes:

- Please state percentage of fees/turnover paid to subcontractors in the last 12 months?
- What activities are subcontracted?

- c. Do all subcontractors have Professional Indemnity insurance? Yes ☐ No ☐
- d. Does the Insured engaged any sub-contractors for which cover is required for such sub-contractors under your Professional Indemnity policy? Yes ☐ No ☐

FINANCIAL INFORMATION

- a. What is the annual turnover (excluding fees for professional services) from all of your Business Activities in the next year?

- b. What is the annual fee Income for professional services represented in any way outside Australia?

- c. Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location as follows

NSW	VIC	QLD	SA	WA
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TAS	ACT	NT	Overseas	Total
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- d. Are you represented in any way in the USA?

Yes ☐ No ☐

If yes, please provide details:

GENERAL INFORMATION

1. Is cover required in respect of the conduct of Business Activities by any former subsidiary?

Yes ☐ No ☐

If yes, please provide details:

Name Subsidiary

Date ceased to be a Subsidiary

2. Is previous business cover required for the previous business of any principal, director or partner?

Yes ☐ No ☐

If yes, please advise:

Name of principal, director or partner

Name of previous business

Business Activities

3. Name all principals, directors, partners

Age

Qualifications

Date Qualified

4. Have you been involved in any mergers or acquisitions in the last five years? If yes, please provide details

Yes ☐ No ☐

5. Have you been involved in any joint ventures in the last five years? If yes, please provide details Yes ☐ No ☐

6. Are you required to be licenced or accredited in order to practice the Business Activities for which cover is being requested? Yes ☐ No ☐

7. If yes, how long have you held the licence or accreditation? Years

8. Do you have any Professional Indemnity Insurance currently in force? Yes ☐ No ☐

If yes, please state:

Name of insurer

Limit of indemnity

Excess/Deductible

Renewal date

Retroactive date

DETAILS OF INSURANCE PROPOSED

Note: We only provide annual cover, not single project cover.

Duration of cover: Commencement date:

Please state Limit of Indemnity Required under this Professional Indemnity insurance:

☐ \$500,000 ☐ \$1,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ Other

Please state Excess/Deductible required under this Professional Indemnity insurance:

☐ \$5,000 ☐ \$10,000 ☐ Other

Do you require any of these extensions to cover?

Novated Contracts ☐

Previous Business ☐

DECLARATION

1. a. Having made appropriate inquiries with all principals, directors, partners, entity, and employees proposed to become insured, has any claim or allegation of negligence been made against them or you in respect of the risks to which this proposal relates? Yes ☐ No ☐

b. Have you or any principal, partner, director, entity or employee incurred any other loss or expense which might be within the terms of the Professional Indemnity cover proposed? Yes ☐ No ☐

If yes in either case, please give details:

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss
<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"/>

2. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

3. Is any principal, director, partner, entity or employee, after enquiry, aware of any circumstances which might:

- a. give rise to a claim against the Insured or his/her predecessors in business or any of the present or former partners, principals, directors, entities or employees? Yes ☐ No ☐
- b. result in his/her predecessors in business or any of the present or former partners, directors, consultants, entities, employees or principals incurring any losses or expenses which might be within the terms of the Professional Indemnity cover (this includes, but is not limited to, disciplinary hearings)? Yes ☐ No ☐
- c. otherwise affect our consideration of the insurance proposed? Yes ☐ No ☐

If yes to any, please give details, including maximum potential cost (by separate note if preferred)

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from the proposed insurance policy.

4. On behalf of the proposed insured, I / we declare that the answers given herein are in every respect true and correct and that I / we have not withheld any information likely to affect the acceptance of this insurance and that I / we have read and understood the Policy document. I / we have sought clarification of any aspects of the proposal form or Policy document I / we did not understand.

I/we acknowledge that Agile Underwriting Solutions Pty Ltd and MECON Insurance Pty Ltd may give to, and obtain from, other insurers, personal information of mine / ours relating to this insurance as well as insurance claims information obtained during the course of any contract I / we have with Agile/MECON Insurance Pty Ltd.

I/we also acknowledge that Agile Underwriting Solutions Pty Ltd are not obliged to automatically accept the insurance proposed above, however I / We understand that MECON Insurance Pty Ltd will formally advise me / us of the extent to which they are prepared to offer insurance by quotation, Schedule or otherwise in writing.

NOTE - If someone has completed this form on your behalf, before signing this proposal form double check the details to ensure that you agree to all answers completed by that person are true and correct.

Signed

Name

Title / Position

Signed

Dated

ADDITIONAL SPACE IF REQUIRED