

# ARCHITECTS PROFESSIONAL INDEMNITY INSURANCE

# PROPOSAL FORM

## 1. NAME OF FIRM TO BE INSURED

(please include full names of all entities to be insured)

NAME	ABN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

## 2. ADDRESS OF FIRM

Address		Postcode
<hr/>		<hr/>
Phone (      )	Email	
<hr/>	<hr/>	
Other Locations	Website	
<hr/>	<hr/>	

## 3. THE FIRM

Date since the Firm has continuously carried on the business? 

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Have any amalgamations or acquisitions taken place in the last six years?  Yes  No

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If a sole practitioner, does the proposer have a locum arrangement in force for periods of absence from the office due to leave or sickness?  Yes  No

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## 4. DETAILS OF THE PRINCIPAL(S) OF THE FIRM

NAME	AGE	QUALIFICATIONS	DATE QUALIFIED	HOW LONG PRACTICING AS PARTNER/DIRECTOR	
				THIS FIRM	PREVIOUS FIRM
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

  

NUMBER OF STAFF	Directors	Qualified	Administrative
<hr/>	<hr/>	<hr/>	<hr/>
	Other		Total All Staff
<hr/>	<hr/>	<hr/>	<hr/>

In the past 5 years, has your staff size increased or decreased by more than 50%  Yes  No

## 5. PROFESSIONAL MEMBERSHIPS

Does the firm belong to any professional associations?

RAIA  Yes  No

Other, please specify

## 6. SUB-CONTRACTORS

A) Do you use the services of independent sub-contractors? (If No, proceed to question 6B)  Yes  No

Do you require them to maintain their own Professional Indemnity Insurance?  Yes  No

Do you obtain evidence of this each year?

If Yes, what limit of indemnity do you require them to carry? \$

B) Do you require any consultant, sub-contractor or agent to be indemnified under Your insurance?  Yes  No

If Yes please state below:

NAME	QUALIFICATIONS	FEE PAID (LAST FINANCIAL YEAR)
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\$

\$

\$

Do you enter hold harmless or similar agreements which limits legal rights, entitlements or recoveries against such consultants, sub-contractors or agents?  Yes  No

If yes, please state

C) What percentage of your income related to sub-contractor work? \$

## 7. INCOME

A) Please provide details of Gross Fees received for the following Financial Years:

	LAST YEAR	CURRENT YEAR	ESTIMATED YEAR
Year End (Month/Year)	\$	\$	\$
Gross Fees	\$	\$	\$
Average Fee	\$	\$	\$
Maximum Fee	\$	\$	\$

B) Percentage of work undertaken overseas (Last Year)?

USA/Canada	%	Elsewhere Overseas	%
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C) Split of gross fees in the last complete financial year from the following:

ARCHITECTURE DISCIPLINES/FIELDS	% OF FEE INCOME	% LET TO OUTSIDE CONSULTANTS
Architectural Work – New Build	%	%
Architectural Work – Non-Structural Refurbishment	%	%
Architectural Consultancy	%	%
Town Planning/Feasibility Studies	%	%
Drafting Planning Applications	%	%
Landscape Architecture	%	%
Interior Design	%	%
CDM/Planning Supervision	%	%
Building Surveys/Inspections	%	%
Expert Witness/Mediation	%	%
Abortive Work	%	%
Heritage Consulting	%	%
Project Construction Management	%	%
Other Work, specify	%	%
Engineering *	%	%
Environmental Consulting *	%	%
Surveying *	%	%
Valuation Work *	%	%
<b>NOTE: Activities denoted with * require a separate addendum to be completed</b>	<b>TOTAL</b>	<b>TOTAL</b>
	%	%

D) Please provide a percentage split of your income by geographical area:

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%

E) Percentage of gross income earned for each of the years below split by project type as follows:

PROJECT TYPE	LAST 12 MONTHS %	NEXT 12 MONTHS % ESTIMATED
Residential	%	%
Commercial up to 3 storeys	%	%
Commercial > 3 storeys	%	%
Bridges/Tunnels/Dams/Mines	%	%
Harbours/Jetties	%	%
Highways/Roads	%	%
Water/Sewerage	%	%

Foundation/Underpinning	%	%
Hospitals/Healthcare	%	%
Schools/Universities/Colleges	%	%
Hotels	%	%
Stadia	%	%
Swimming Pools – Commercial	%	%
Swimming Pools - Domestic	%	%
Golf Courses	%	%
Other Leisure	%	%
Industrial	%	%
Chemical/Petro/Nuclear	%	%
Other *	%	%
	<b>TOTAL</b>	<b>TOTAL</b>
	%	%

F) Please provide a brief description of each of the five (5) largest contracts undertaken by you during the last three (3) years and the income derived from those contracts:

BRIEF DESCRIPTION OF CONTRACT AND PROFESSIONAL ROLE	CONTRACT VALUE	FEE INCOME
Residential	\$	\$
Commercial up to 3 storeys	\$	\$
Commercial > 3 storeys	\$	\$
Bridges/Tunnels/Dams/Mines	\$	\$
Harbours/Jetties	\$	\$

## 8. GENERAL INFORMATION

- 1a) Has any person for whom insurance is now sought ever been the subject of disciplinary proceedings by the RAlA or any other professional organisation?  Yes  No
- b) In the last complete financial year, did more than 20% of fee income derive from one client?  Yes  No
- c) In the last five (5) years, has the firm merged with or acquired the business of any sole practitioner, accounting firm or and other business entity?  Yes  No
- d) Do you anticipate any material changes to the firm or its practice within the next 12 months?  Yes  No

If yes, please provide the following details:

DESCRIPTION OF PROJECT	APPROXIMATE CONTRACT VALUE	SUM INSURED	APPROXIMATE COMPLETION DATE
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

f) Does the firm or any principal, partner or director act on behalf or undertake work for any firm, company or organisation in which the firm or the principal/partner/director has a financial interest?

If yes, does your principal, partner or director perform an executive role or hold a position whereby he or she is able to make a major policy decision on behalf of such firm, company or organisation?

Is such other firm, company or organisation associated with any process of manufacture, construction or erection or any form contracting or supply?

2 Do you require the cover to indemnify you in respect of any Joint Ventures you are involved in?

If yes, give full details of the nature of the Joint Venture and the Parties involved;

Note: Insured only covered for their role in the Joint Venture and not the entire Joint Venture.  
Full cover can be considered for the Joint Venture on application and provision of additional information.

## 9 FIDELITY COVER

a) Are satisfactory written references obtained from former employers for at least three years prior to the engagement of any employee responsible for money, accounts or goods?  Yes  No

b) Has the proposer suffered any loss through fraud or dishonesty or are you aware, after inquiry, of any circumstances which might give rise to a loss against the firm?  Yes  No

If yes, state the circumstances, amount and steps taken to prevent recurrence

c) Do all cheques drawn for more than \$5,000 require at least two signatures?  Yes  No

d) Is cash in hand and petty cash and bank reconciliation checked independently of those employees making cash book entries or paying into the bank?  Yes  No

e) Are bank statements, receipts, counterfoils and supporting documents checked at least monthly against the cashbook entries independently of those employees making cash book entries or paying into the bank?  Yes  No

f) Are employees receiving cash and cheques in the course of their duties required to pay in daily?  Yes  No

## 10. RISK MANAGEMENT

1. Do you have a documented risk management programme?  Yes  No

2. Do you use engagement letters or a standard contract or agreement?  Yes  No

If No, please provide the basis of engagement

If Yes, Do your contracts contain any of the following:

– Hold harmless or indemnity agreements inuring to your benefit?  Yes  No

– Hold harmless or indemnity agreements inuring to the benefit of others?  Yes  No

– Guarantees or warranties?  Yes  No

– Disclaimers inuring to your benefit?  Yes  No

3. Are verbal reports always confirmed in writing?  Yes  No

If No, How are they substantiated?  Yes  No

4. Can you confirm that:

– Work undertaken by professional/technical staff is regularly reviewed by the principal/manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No
– Written procedures or checklists are used for the professional/technical services provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
– Contracts/Terms of acceptance are evidenced in writing, specifying the work to be undertaken and the extent of the firm’s responsibility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
– Records are kept of all contracts, letters of engagement, client meetings and phone calls?	<input type="checkbox"/> Yes <input type="checkbox"/> No
– Diary systems, registers and other procedures are in operation in ensure that deadlines are met?	<input type="checkbox"/> Yes <input type="checkbox"/> No
– Satisfactory documented references are always obtained for new employees undertaking professional/ technical services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**14. COVER REQUIRED**

(i) For what limit/s of indemnity are quotations required?

<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000
<input type="checkbox"/> \$10,000,000	<input type="checkbox"/> \$20,000,000	<input type="checkbox"/> Other	

(ii) Reinstatements of the Limit of Liability required?

<input type="checkbox"/> One	<input type="checkbox"/> Two	<input type="checkbox"/> Other
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Are you currently insured for professional indemnity insurance?  Yes  No

If Yes, please confirm:

Name of Insurers	Renewal Date
Limit of Indemnity \$	Retroactive Date
Premium \$	Excess \$

**15. CLAIMS**

Have any of the insured entities, their predecessors or any principals, partners, directors or employees, prior practices or any past principal’s partners, directors or employees, been the subject of any claims or circumstances under a professional indemnity policy whether notified to insurers or not  Yes  No

DATE NOTIFIED	NAME & NATURE OF CLAIM	AMOUNT PAID OR RESERVED	FINALISED?
_____	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, what steps have been taken to prevent a recurrence?

Is any person aware, after enquiry, of any circumstances or incidents which he/she has reason to believe might give rise to any claim against the directors, officers or employees of the firm?  Yes  No

If Yes, please give details including estimated cost of claim/loss:

# DECLARATION AND AGREEMENT

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Has any Insurer, in respect of risks to which this proposal relates, ever:

- |  |  |
|--|--|
| a) Declined a proposal, refused a renewal or terminated insurance?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) Required an increased premium or imposed special conditions?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c) Declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of excess) | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If Yes to a), b), or c) please give details:

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This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be authorised to sign on behalf of all persons / entities identified as the intending insured(s).

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

I/We agree that this Proposal Form together with any other information supplied by me/us shall form the basis of any Contract of Insurance effected. I/We undertake to inform the insurer of any material alteration to this information occurring before the proposed insurance commences.

I/We declare that the statements and particulars contained within this Proposal Form are true and that I/We have not mis-stated or suppressed any material facts.

I/We understand that the insurer is relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. This consent remains valid until I/We alter or revoke it by written notice. I/We also undertake to advise any changes to my/our personal information.

**NAME OF FIRM:** \_\_\_\_\_

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

(This Proposal is to be signed by a Principal, Partner or Director of the Proposed Insured)

**TITLE OF SIGNATORY:** \_\_\_\_\_

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

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

# IMPORTANT NOTICES

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The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurer to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including the Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## 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, 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 ordinary course of its business, ought to already 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 avoiding the contract from its beginning.

## CLAIMS MADE POLICY

This proposal is for a Claims Made Policy. This means that the policy only responds to:

- Claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy, and

- Events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period.

## PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at [www.sura.com.au](http://www.sura.com.au) Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy mailed to you, please ask us. If you wish to access your file please ask us.

## NOT A RENEWABLE CONTRACT

Most Professional Indemnity Insurances are not renewable contracts so the Policy will terminate on the expiry date indicated. If you therefore require a subsequent Policy, you will need to complete and submit a new proposal form for assessment prior to the termination of the current policy.

## AGENT OF INSURERS

In arranging this insurance, SURA Professional Risks Pty Ltd is acting under an authority given to it by insurers, and is acting as the agent of the insurer and not as your agent.

## GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to improve:

- the quality, comprehension and accuracy of policy documents and other information provided to consumers;
- employee and agent training and supervision;
- Claims handling and dispute resolution.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively You can request a brochure on the Code from Us.