

IMPORTANT NOTES

This insurance cover is based upon representations given to us by you. Should any particulars have changed or be incorrect you must notify us immediately. We reserve the right to revise or withdraw this quotation at any time subject to any changes in the underwriting or claims information provided. Some of the key factors that may influence your premium are nature of risk, limit of cover required, claims history and occupation.

ROLE OF WINSURE UNDERWRITING PTY LTD

In arranging this insurance, the Winsure Underwriting Pty Ltd A.B.N. 68 169 336 252 is acting under an authority given to it by the insurer, and is acting as the insurer's agent and not as your agent.

THE INSURER

Certain underwriters at Lloyd's.

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 the ordinary course of its business, ought to know;
- ▼ as to which compliance with your duty is waived by the insurer.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

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.

CHANGE OF RISK OR CIRCUMSTANCES

You should advise Winsure as soon as practicable of any material change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.

CLAIMS MADE PROVISIONS

Your attention is drawn to the fact that this policy provides cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the period of insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clauses relating to a "retroactive date". This policy does not cover claims made against you arising out of or in any way connected with any act, error, omission, circumstances or event occurring or committed or alleged to have been committed prior to the retroactive date stated in the policy.

You should also note that, in terms of the provisions of section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then 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.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the insurer without delay after such incidents come to your attention and prior to the expiration of the Period of Insurance.

SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the policy that you will not seek to recover such loss or damage from that person, Winsure will not cover you, to the extent permitted by law, for such loss or damage.

RETROACTIVE DATE

The proposed insurance may be limited by a retroactive date. If so, the Policy does not cover any claims or facts/circumstances arising from any act, error or omission or conduct prior to such retroactive date.

PRIVACY STATEMENT

Only in this statement "we", "us" and "our" means Lloyd's and Winsure Underwriting Pty Ltd as its agent.

We are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012. This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

Our Privacy Policy, available at www.winsure.com.au or by calling us, sets out how:

- ▼ we protect your personal information;
- ▼ you may access your personal information;
- ▼ you may correct your personal information held by us;
- ▼ you may complain about a breach of the Privacy Principles or Registered Privacy Code and how we will deal with such a complaint.

We need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties who assist us in providing the above services. These parties (which include our related entities, distributors, agents, insurers - including reinsurers - and service providers) will only use the personal information for the purposes we provided it to them for (unless otherwise required by law). It is likely that the information will be disclosed overseas.

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insured's). If you provide information for another person you represent to us that:

- ▼ you have the authority from them to do so and it is as if they provided it to us;
- ▼ you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by us by contacting Winsure.

INSTRUCTIONS TO PROPOSER

This proposal is to be completed by a director, partner, principal or an authorized officer of the Insured, as the answers to the following questions will determine the acceptance or declinature of coverage proposed. There is a duty on you as the proposing Insured to answer all questions accurately and fully as all statements shall form the basis of, and be incorporated into any contract of insurance which may be issued by Winsure.

Please answer all the questions fully. If there is insufficient spaces please provide further details on your letterhead. If a particular question is not applicable to you and/or your business please mark that question as not applicable "N/A".

Please attach the following to assist your proposal for insurance: (1) brochures, pamphlets, advertisements or other descriptive literature of your operations and/or services; (2) financial statement and/or annual report; and (3) copies of standard contract(s) with clients, if applicable.

PROPOSERS DETAILS

Name of Insured ("you")

First Name

Last Name

Trading Name (e.g. Company Name Pty Ltd)

Subsidiaries

Please list all Subsidiaries

Address

Number, Street Address

Suburb

State

Postcode

Contact Number

Business Phone

Mobile

Email

Email

Website

Website

ABN

Australian Business Number

Registered for GST?

Yes

No

GST % (If varied from 100%)

 %

Inception Date

Please state the date of establishment / commencement

 DD / MM / YYYY

Start date of the Company

COMPANY INFORMATION

Directors, Partners & Principals

Full Name

Qualification / Association Membership

How long as a Director / Principal / Partner

Full Name

Qualification / Association Membership

How long as a Director / Principal / Partner

Full Name

Qualification / Association Membership

How long as a Director / Principal / Partner

Professionally Qualified Staff

Name of professionally qualified Staff

Qualifications & Year Obtained

Years with Employer

Name of professionally qualified Staff

Qualifications & Year Obtained

Years with Employer

Staff – Qualified & Experienced Category

Qualifications & Year Obtained

Years with Employer

INCOME

Gross Income / Fees last 12 months?

 \$

Gross Income

 \$

Fees

Estimated Gross Income / Fees next 12 months?

 \$

Gross Income

 \$

Fees

Income Origin

Please state where the income will come from in geographical terms:

CLIENTS

Who were the business' 5 largest clients in terms of income to the business for the last three years?

1	\$
2	\$
3	\$
4	\$
5	\$

BUSINESS ACTIVITIES

Please give a full description of your Business Activities, including the percentage split each Business Activity represents of the overall gross income / fees.

Are you involved in any process of Manufacture / Construction / Repair / Alteration / Installation / Sale or Supply of products other than in a pure consultancy capacity as described above? If "Yes" please provide full details. Yes No

Do you use sub-contractors? If "Yes", what steps do you take to check that sub-contractors employed by You hold adequate PI Insurance? Yes No

Please provide details of:

\$		%
What limit you require them to carry?		What percentage of your fees is paid to sub-contractors?

Please provide full details including the type of work sub-contracted

During the past 6 years, did you operate under a different name, or has any other business been purchased or any merger or consolidation taken place? If "Yes", please supply details, including the names of the individuals or business' involved and the date the business activity occurred and the date of variation. Yes No

COVER / SCOPE

Indemnity

Please select the required Limit of Indemnity.

\$500,000 \$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000

A. Does the company currently carry Professional Indemnity insurance (PI)? Yes No

B. If the answer to A. is "No", has the company ever been so insured for Professional Indemnity (PI)? Yes No

C. If the answer to A. or B. is "Yes", please supply the following:

\$	\$	
Amount of Cover	Premium	When Lapsed / Expiry Date
Name of Insurer		Retroactive Date

Attach a copy of your most recent policy if possible.

EXTENSIONS

Do you require insurance for:	Principals Previous Business	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Fidelity Guarantee If "Yes", how many employees do you have?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		<input type="text"/>	
		Employees	

List any recognised Associations of which you are a Member:

YOUR PREVIOUS HISTORY

This section must be completed in full, after enquiry, of all Principals, Partners and Directors of the business.

As far as is known, has the business insured /	Been declined for similar insurance or ever had a similar insurance cancelled?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Predecessors in Business /	Had any Insurer decline any claims submitted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Principal / Partner or	Had any Insurer decline any Proposals submitted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Director of the Business	Have you ever been bankrupt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever:	Been convicted of or charged with any civil or criminal offence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you answered "Yes", to any of the above, please provide full details (if insufficient room continue on page 5)

INSURANCE DECLARATION AND CLAIMS HISTORY

Have you or any other parties noted as the insured ever had insurance refused or cancelled or has any insurance company ever imposed special terms, conditions or restrictions on your policies? If "Yes", please provide full details. Yes No

Please detail all insurance claims or threats of action made against the business or any Predecessors in Business or any Principal, Partner or Director during the last five years that fall within the scope of this type of insurance. Please include dates and amounts (including amounts paid in damages and costs separately) for all claims.

Is the business or any Predecessors in Business or any Principal, Partner or Director aware, after enquiry of any circumstances which may give rise to claims or have any reason to suspect that a claim might be made against them that would fall within the scope of the proposed insurance? If "Yes", please provide full details. Yes No

ADDITIONAL SPACE IF REQUIRED

DECLARATION AND SIGNATURE BY PROPOSER

We acknowledge that we have read and understand the Important Notices contained in this application.

We agree that this proposal, together with any other information or documents supplied, shall form the basis of any contract of insurance.

We acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued or as otherwise specifically varied in writing by Winsure.

We declare after enquiry that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.

We undertake to inform Winsure of any material alteration to those facts before completion of the contract of insurance.

Signed

Name

Title / Position

Signed

Dated