



Professional Indemnity Insurance Proposal

Important Notice

Claims Made Insurance

This policy is a Claims-Made insurance policy. This means that the policy responds to:

- (1) Claims first made against you during the policy period and notified to the insurer during that policy period, providing 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 you; and
- (2) Pursuant to Section 40, sub section 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."

When the policy expires, no new notification generally 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.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contract 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 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 his 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 his 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.

Privacy Notice

We are bound by the Privacy Act and its associated National Privacy principles when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers. You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to 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 either of these things, you must tell us before you provide the relevant information.

General Information

1. ABN: _____

2. Named Insured _____

NB: The Named Insured should include ALL of the Entities that require cover under this policy. If the Named Insured is an incorporated company you should list the parent company and all subsidiaries. If the Named Insured is a partnership you should list all of the individual people to be covered.

3. Street Address: _____

City _____

State _____ Postcode _____

4. Contact _____

Telephone _____ Facsimile _____

Mobile _____ Email _____

PO Box Address (if Preferred) _____



Nature of Business

5. Please state the total number of staff, including Principals/Partners/Directors: _____
6. Do all of the Staff of the Named Insured who provide Professional Advice (including Principals/Partners/Directors) have the appropriate tertiary qualifications? Yes No
7. Please provide your annual revenue for the following activities
- | | |
|--------------------------------------------------------------------------------|-----------|
| a. Bush Regeneration / Seed Collection: | \$ |
| b. Development Application Reports: | \$ |
| c. Environmental Consulting: (Please provide details by separate attachment): | \$ |
| d. Environmental Contracting: (Please provide details by separate attachment): | \$ |
| e. Expert Witness Services: | \$ |
| f. Hazard Inspections: | \$ |
| g. Horticultural / Landscape Design: | \$ |
| h. Horticultural Consulting: | \$ |
| i. Industry Related Training: (Please provide details by separate attachment): | \$ |
| j. Landscape Construction / Maintenance: | \$ |
| k. Pruning Specifications: | \$ |
| l. Soil Assessment: | \$ |
| m. Tree Reports: | \$ |
| n. Tree Removal / Pruning: | \$ |
| o. Other (Please provide details by separate attachment): | \$ |
| Total: | \$ |

Please Note: This Professional Indemnity Policy will not provide cover for any claims arising out of Landscape Construction and Maintenance, Pruning Specifications, Tree Removal/Pruning and the provision of professional advice to Commercial Agricultural Clients.

8. Please provide a state breakdown of your annual revenue for the last financial year:
- | | | | | | |
|-----|----|-----|----|----------|----|
| ACT | \$ | NSW | \$ | NT | \$ |
| QLD | \$ | SA | \$ | TAS | \$ |
| VIC | \$ | WA | \$ | Overseas | \$ |

Claims History

Please note that Questions 9 to 14 relate to all parties seeking cover under this policy. Enquiry should be made to all parties seeking cover under this policy prior to answering these questions.

9. Has a Claim ever been made against the Named Insured (or any previous Company Name used by the Named Insured), or any past or present Partner/Principal/Director or employee of the Named Insured alleging a breach of duty committed in the rendering of professional services? Yes No
10. Is the Named Insured or any Principal, Partner, Director or employee aware of or in possession of any knowledge of an act, error, omission or breach of duty committed in the rendering of professional services? Yes No



Claims History Continued

- 11. Has any insurer declined to provide or cancelled an insurance policy for the Named Insured, its predecessor or any past or present Principle, Partner, Director or employee? Yes No
- 12. Has any Partner/Principal/Director or employee of the Named Insured ever been subject to any disciplinary proceedings? Yes No
- 13. Have any special terms or conditions ever been imposed on any Insurance Policy held by the Named Insured? Yes No
- 14. Has the Named Insured ever had any entitlement to indemnity under any Insurance Policy denied, or otherwise affected due to non-disclosure, misrepresentation or breach of a policy provision? Yes No

If the answer to any of questions 9. to 14 is 'Yes' please provide further details below.

Insurance Policy Information

- 15. Does the Named Insured currently maintain professional indemnity insurance? Yes No
- 16. Is the Named Insured or any of its Partners/Principals/Directors a member of any Professional Associations? Yes No

If 'Yes', please confirm which Association:

- 17. Please select the Limit of Liability you require:
 - \$ 1,000,000 any one claim and in the aggregate
 - \$ 4,000,000 any one claim and in the aggregate
 - \$ 2,000,000 any one claim and in the aggregate
 - \$ 5,000,000 any one claim and in the aggregate
 - \$ 3,000,000 any one claim and in the aggregate
 - \$10,000,000 any one claim and in the aggregate

18. Period of Insurance: From / / To: / /

Declaration

19. To be signed by a Partner, Principal or Director.

I, the undersigned, declare and acknowledge:

- i. that I am, after enquiry, authorised by all person(s) or entities seeking insurance, to make this proposal; Yes No
- ii. that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and that until a Contract of Insurance is entered into, I am obliged to inform Liberty International Underwriters of any changes to any information supplied or of any new information that is relevant; Yes No
- iii. that I understand Liberty International Underwriters relies on the accuracy of the information and documentation supplied proposing for this insurance; Yes No
- iv. that if a Contract is entered into, all information and documentation supplied in proposing for this insurance shall be incorporated into and form part of such Contract of Insurance; Yes No
- v. that I have read and understood the Important Notices which form part of this proposal; Yes No
- vi. that I understand that no insurance is in force until a Contract of Insurance is entered into, which is upon the Named Insured acceptance of an offer by Liberty International Underwriters, if any. Yes No

Signed _____
 Print Name _____
 Title _____
 Date _____

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605). Incorporated in Massachusetts, U.S.A. (The Liability of members is limited.)