

Professional Indemnity Insurance Proposal Form Management Consultants (with Recruitment / On-Hired Labour Addendum)

IMPORTANT NOTICE

Your Duty of Disclosure

Before you enter into a contract of general insurance with any insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter you know or could reasonably be expected to know to be a matter relevant to the decision of the insurer whether to accept the risk 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 insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurers;
- that is common knowledge;
- that the insurers know or, in the ordinary course of business as insurers, ought to know; or
- as to which compliance with your duty is waived by the insurers.

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

If you do not understand any part of this Proposal Form, seek advice from your professional insurance adviser, as you will be bound by your answers and any of the information provided by you.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Claims Made & Notified Insurance

This insurance is written on a "claims made and notified" basis. This means that the insurer indemnifies you for Claims (as defined) that are made against you during the period of insurance and notified to the Insurer during the period of insurance. The policy does **not** provide cover for any claims made against you during the period of insurance if at any time prior to commencement of the period of insurance you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of any facts that might give rise to a Claim against you as soon as reasonably practical after you become aware of those facts, but before the

expiry of the period of insurance, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the period of insurance had expired.

The policy does not cover your civil liability for breach of professional duty arising from any claim:

- first made prior to the inception of the Policy;
 - directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter which you knew or ought or should have reasonably known, had the potential to give rise to a claim under the Policy; or
 - directly or indirectly based upon, or attributable to, or in consequence of any fact, matter, circumstance or occurrence which has been notified under any other insurance attaching prior to the inception date of the Policy.
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Retroactive Date

The proposed insurance may be limited by a retroactive date. If so, the policy will not cover any claims or circumstances arising from any events, omissions or conduct prior to such retroactive date.

Subrogation

Where you have prejudiced the insurer's rights to recover a loss from another party, this may have the effect of excluding or limiting the insurers liability in respect of that loss.

Change in Risk or Circumstances

You should advise the insurer(s) as soon as practicable of any material change in your business activities (as disclosed in the Proposal Form).

Privacy

New privacy legislation took effect on 21st December 2001. The legislation regulates the way private sector organizations can collect, use, keep, secure and disclose personal information. We have developed a privacy policy that explains what sort of personal information we hold about you and what we do with that information. Please refer to our website for a copy of our Privacy Statement.

Additional Notes

If there is insufficient space to adequately complete your answers, please provide further details on your letterhead, clearly identifying the question referenced.

Proposer Details

New Business

Renewal to Newline

1. Name of Firm to be Insured (including any predecessors):

Entity to be Insured	ABN	Commencement Date

2. Address of the Firm:

3. Website of Firm (if applicable):

www. _____

4. Contact Details:

Contact Person	
Email	
Telephone	

5. Date since the Firm has continuously carried on the business:

6. Please provide a full description of your activities:

7. Please provide details of the Principal(s) of the Firm:

Name in full of all Partners / Principals / Directors	Qualifications	Date Qualified	How many years as a Partner / Principal / Director	
			This Practice	Prior Practice

8. Please state total numbers of:

Principals/Directors		Other Technical Staff	
Qualified staff		Administrative/Other staff	

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

10. Does the Firm belong to any Professional or Trade Associations? Yes No

If Yes, please specify: _____

11. 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

SUB-CONTRACTORS

 12. (a) Do you use the services of independent sub-contractors? Yes No

 (i) If **No**, proceed to question 13. If **Yes**, do you require them to maintain their own Professional Indemnity insurance? Yes No

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

 (iii) If **No** to Question 1(a)(i), do you require any consultant, sub-contractor or agent to be indemnified under your insurance? Yes No

 If **Yes**, please state:

Name	Qualifications	Fees Paid (last financial year)

 (iv) 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**, provide full details:

 b) What percentage of your income relates to sub-contracted work? %
FEE INCOME INFORMATION

13. 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	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>
Average Fee	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>
Maximum Fee	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>

 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:

	% of Fee Income	% let to outside consultants
Strategic Consulting / Planning	%	%
Organisational Structure	%	%
Change Management	%	%
Workflow Systems and Procedures	%	%
Human Resources	%	%
Training	%	%
Quality Management	%	%
Market Research	%	%
Recruitment Consultancy / On-Hired Labour *	%	%
Marketing / Communications Consulting	%	%
IT Systems Consulting	%	%
OH & S Consulting	%	%
Merger & Acquisition Advice / Consulting	%	%
Other Work (give details)	%	%

 Note * Please complete the attached Recruitment /On-Hired Labour Addendum

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

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas
%	%	%	%	%	%	%	%	%

- (d) Please provide a brief description of each of the five (5) largest clients undertaken Last Year and the income derived from those contracts:

Brief Description of Contract	Fee Income
1	\$
2	\$
3	\$
4	\$
5	\$

GENERAL INFORMATION

14. (a) Has any the Firm or any person for whom insurance is now sought ever been the subject of disciplinary proceedings any 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 any other business entity? **Yes** **No**
- (d) Has or does the firm intend to provided any advice in relation to
- capital raisings? **Yes** **No**
 - capital restructuring? **Yes** **No**
 - debt issuance? **Yes** **No**
 - documentation of the same? **Yes** **No**
- (e) Do you anticipate any material changes to the firm or it practice within the next 12 months? **Yes** **No**

If **Yes** to any of the above, please give full details:

- (e) Please advise the following with respect to **your client's** revenue

Revenue of Clients	Largest Fee	Percentage of Clients
• Up to \$10M	\$	%
• \$10M to \$50M	\$	%
• Above \$50M	\$	%
Total		%

OPTIONAL COVERAGE EXTENSIONS

15. Do you require cover for the **Previous Business Activities** of any Partner / Principal / Director? **Yes** **No**

If **Yes**, Please complete the following, if **No** please proceed to question 16.

Name of Principal		
Name of Practice		
Position at Practice		
Period at Practice		
Fees for Practice (last complete year)	\$	\$
Reason for Leaving		

16. Do you require the cover to indemnify you in respect of any **Joint Ventures** you are involved in? **Yes** **No**

If **Yes**, give full details of the nature of the Joint Venture and the parties involved:

17. Do you require any **Fidelity** cover? Yes No

If **No**, go directly to Question 18. If **Yes**, please complete the balance of Question 16.

(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/s suffered any loss through fraud or dishonesty or are you aware, **AFTER ENQUIRY**, of any circumstances which might give rise to a loss against the Firm? Yes No

If **Yes**, state date, circumstances, amount and steps taken to prevent a 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 responsible for cash or to deposit into or withdraw from bank accounts? Yes No

(e) Are bank statements, receipts, counterfoils and supporting documents checked at least monthly against the cash book 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

18. Do you undertake any **Corporate Advisory Services**, including any advice to any third party in Newlineion with any merger or acquisition (including associated financing), restructure, tender offer, divesture or sale of a business entity or substantially all of the assets or stock of a business entity? Yes No

Do you require an Australian Financial Services licence for any of the activities and service you undertake? Yes No

If **Yes**, what is your AFS Licence Number? _____

INSURANCE HISTORY

19. Has the Firm (or its predecessors) had any insurer decline a proposal, impose special terms or had a similar insurance cancelled or refused to renew? Yes No

If **Yes**, please provide full details:

20. Are you currently insured for Professional Indemnity insurance? Yes No

If **Yes**, please confirm:

Name of Insurer(s)	
Limit of Indemnity	
Retroactive Date	
Premium (excl GST & Stamp Duty)	
Excess	
Renewal Date	

LIMITS & EXCESS

21. (a) For what Limit/s of Indemnity are quotations required?

\$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 - Please specify:

\$

(b) Is a reinstatement of the Limit of Liability required? Yes No

If **Yes**, how many reinstatements are required? One Two Other: _____

(c) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

\$2,000 <input type="checkbox"/>	\$5,000 <input type="checkbox"/>	10,000 <input type="checkbox"/>
\$20,000 <input type="checkbox"/>	\$50,000 <input type="checkbox"/>	

Other - Please specify:

\$

CLAIMS INFORMATION

22. (a) If an insurance similar to that now proposed has been or is now in effect would any claim which has been made or which is now pending against any persons proposed for insurance fall within the scope of such insurance? Yes No

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

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

(b) 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:

RISK MANAGEMENT

23. Do you have ISO / third party accreditation for your Risk Management procedures? Yes No

If **Yes**, please advise:

Accreditation Organisation	How often Reviewed

 24. Do you use engagement letters or a standard form of contract or agreement? Yes No

 If **No**, please provide details of 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

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

 If **No**, how are they substantiated?

DECLARATION

I hereby declare that:

- I am authorised to complete this Proposal Form and to accept the quotation terms for this insurance on behalf of the Firm referred to in Question 1 (including on behalf of its partners, principals and directors); and
- All answers to the questions contained in this Proposal Form are, AFTER ENQUIRY, true and correct to the best of my knowledge and belief and that no material facts have been misstated, omitted or suppressed; and
- I have received the Important Notice at the beginning of this Proposal Form and I have read and understood the contents therein; and
- I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the Underwriters of any change in the particulars or statements contained in this Proposal Form or accompanying documents; and
- I understand that the submission of this Proposal Form does not bind either the Underwriters or the Firm specified in Question 1 to enter into a binding contract of insurance.

Signed: _____

Capacity: _____

Company: _____

Date: _____

A copy of this proposal should be retained by you for your own records.

RECRUITMENT / ON-HIRED LABOUR ADDENDUM

1. Please provide a breakdown of Gross Income / Gross Wages as follows:

Services Provided	Information Sought	Last Year	Current Year

a	Recruitment Services – permanent placement / executive search only	<i>Turnover</i>	\$	\$	
b	On-Hired Employee Services – labour hire of employees, trainees & apprentices	<i>Turnover</i>	\$	\$	
	Clerical / Secretarial	<i>Wages</i>	\$	\$	
	White Collar	Accountants	<i>Wages</i>	\$	\$
		Architects	<i>Wages</i>	\$	\$
		Engineers	<i>Wages</i>	\$	\$
		IT Consultants	<i>Wages</i>	\$	\$
		Healthcare / Medical Services	<i>Wages</i>	\$	\$
		Other	<i>Wages</i>	\$	\$
	Blue Collar	Industrial	<i>Wages</i>	\$	\$
		Mining	<i>Wages</i>	\$	\$
Labourers		<i>Wages</i>	\$	\$	
Other		<i>Wages</i>	\$	\$	
c	On-Hired Contractors – labour hire of individuals, companies, partnerships and trusts	<i>Turnover</i>	\$	\$	

2. Do you want to cover your vicarious liability for loss caused by On-Hired Employees [refer to 1(b) above]? **Yes** **No**
3. Do you want to cover your vicarious liability for loss caused by On-Hired Contractors [refer to 1(c) above]? **Yes** **No**

DECLARATION

I hereby declare that:

- I am authorised to complete this Addendum on behalf of the Firm referred to in Question 1 of the Proposal Form (including on behalf of its partners, principals and directors); and
- All answers to the questions contained in this Addendum are, AFTER ENQUIRY, true and correct to the best of my knowledge and belief and that no material facts have been misstated, omitted or suppressed; and
- I have read the Important Notice at the beginning of the Proposal Form and I have read and understood the contents therein; and
- I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the Underwriters of any change in the particulars or statements contained in this Addendum.

Signed by:		Capacity:	
Company:		Date:	