

PROFESSIONAL INDEMNITY EXCESS SOLICITORS PROPOSAL FORM

IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the *Insurance Contracts Act 1984* to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the Policy.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the Policy and/or reduce our liability under the Policy in respect of a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984 (Cth).

NOTICES

We will send all notices in relation to the Policy to:

- the Named Insured's nominated insurance intermediary until we receive written notice to the contrary from the Named Insured; or
- if there is no nominated intermediary, the Named Insured, acting on behalf of all Insureds.

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984

"Claims made and notified" general information

The information under this heading is provided for general information purposes only and does not:

- form part of the Policy;
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in this Policy operate on a "claims made and notified" basis, which means that they:

- cover claims made against the relevant Insured and notified to the insurers in writing during the Period of Insurance.
- do not provide cover in relation to:
 - o claims made against an Insured after the expiry of the Period of Insurance, even though the event giving rise to the claim may have occurred during the Period of Insurance (unless specified otherwise);
 - o claims made against an Insured notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy;
 - o claims made, threatened or intimated against an Insured prior to the commencement of the Period of Insurance;
 - o facts or circumstances of which an Insured first became aware prior to the Period of Insurance, and which they knew, or ought reasonably to have known, had the potential to give rise to a claim under the Policy;
 - o claims arising out of circumstances noted on the proposal for the current Period of Insurance or on any previous proposal form;
 - o claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to, or was pending before, the commencement of the Period of Insurance.

If the Insured gives notice in writing to the insurers of any facts that might give rise to a claim against them as soon as reasonably practicable after they become aware of those facts, but before the expiry of the Period of Insurance, they may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) ("the Act") to be indemnified in respect of any claim subsequently made against them arising from those facts, notwithstanding that the claim is made after the expiry of the Period of Insurance.

Such rights arise under the Act only. The terms of the Policy and the effect of the Policy is that the Insured is not covered for claims made against them after the expiry of the Period of Insurance, unless specified otherwise.

PRIVACY STATEMENT

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;

- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website www.archinsurance.com.au.

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website www.archinsurance.com.au or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

Privacy complaints: We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,
Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street, Sydney NSW 2000
or email complaints@archinsurance.com.au

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

Your Choices: By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

This proposal form must be completed by clearly printing in ink by a Partner, Principal or Director of the Firm or Company. All Questions must be answered to enable a quotation to be given. The completion and signature of this proposal does not bind the proposers or insurers to complete a contract of insurance.

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form.

Please provide a brochure, if possible and any standard contract terms, conditions, agreements or letters of appointment which you have with your clients.

APPLICANT OR ORGANISATION DETAILS	
1. Full legal name of company or sole practitioner or partnership (Further referred to as 'You/Your' in the proposal form). It is essential that You specify the legal name of the entity entering into this contract:	
2. Trading names associated with the above-named entity:	
3. Name of any of Your subsidiaries or service companies (if applicable):	
4. Your ABN/CAN Number/s:	
5. Date Your business was established:	
6. Your Principal business address:	
7. Your business website(s):	

PARTICULARS OF PARTNERS, PRINCIPALS AND STAFF

8. Please give the following details. If insufficient space by way of attachment.

Name of all Partners or Principals/Self	Age	Qualifications	Date Qualified	How long as Partner/ Principal of this practice	How long as Partner/ Principal of other businesses

- a) Please list those past Partners, or Principals of the Firm or Company for whom cover is required and the date that they left the business: **If insufficient space by way of attachment.**

9.

TYPE OF STAFF	TOTAL NUMBER OF STAFF
Partners/Principals/Directors	
Qualified Staff Solicitors	
Consultants	
Graduates	
Administration/ Non-Solicitors	
Temporary Staff	
Total number of all staff	

BUSINESS ACTIVITIES

10. Do any of your activities require you to be Licensed under Chapter 7 of The Corporations Act 2001?

Yes ☐ No ☐

11. Please give an approximate percentage split of the disciplines within your firm:

Conveyancing	%
Commercial	%
Litigation	%
Probate	%
Family	%
Common Law	%
Criminal	%
Intellectual Property	%
Mergers and Acquisitions	%
Migration Agent Work	%
Other (Please provide details below)	%
TOTAL	%

12. Please state the gross income received for each of the last two financial years and an estimate for the next financial year in:

Year	Fees (AUD)
Prior Financial Year	\$
Current Financial Year	\$
Next Financial Year (Estimate)	\$

13. Please provide the approximate percentage of your activities (based on fee income) applicable to each State, Territory and Overseas.

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

14. Is the whole Firm currently accredited with any quality standards?

Yes ☐ No ☐

15. Does the Firm offer advice and/or transact business over the internet?

Yes ☐ No ☐

a) If Yes, are security checks regularly undertaken and appropriate disclaimers used?

Yes ☐ No ☐

16. Does the Firm have clearly defined and documented procedures for the screening of all clients?

Yes ☐ No ☐

17. Does the Firm use an engagement letter for each new matter:

Identifies the client?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirms instructions received?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sets out the scope of the retainer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
States what is expected of the client?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Includes an outline of the proposed schedule for the new matter?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Complies with requirements regarding costs?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Does the Firm have policies and procedures for communicating with clients which include:

18. Keeping the client regularly updated of progress?

Yes ☐ No ☐

19. The requirement to confirm all significant advice in writing?

Yes ☐ No ☐

20. Does the Firm have clear policies and procedures laid down for the allocation, delegation and supervision of work?

Yes ☐ No ☐

21. If Yes, are the Principals/Directors aware of any circumstances where the policies and procedures have been ignored?

Yes ☐ No ☐

22. Does the Firm have a policy and established systems and procedures that emphasise the importance placed on researching, identifying, recording, and complying with contractual, statutory, and procedural time limits and ensure compliance with them?

Yes ☐ No ☐

23. Does the Firm or Company perform work outside Australia, or work for clients who are outside Australia?

Yes ☐ No ☐

If Yes, please give details (i.e. work performed, countries involved and fee income of each):

24. Has your name ever change?

Yes ☐ No ☐

25. Has any other Practice or Business amalgamated or merged with you?

Yes ☐ No ☐

26. Have you purchased any other Practice or Business?

Yes ☐ No ☐

If Yes, in any case, please give details:

INSURANCE CLAIMS/HISTORY DETAILS

Has any insurer ever:

27. Declined to offer Insurance for the Firm or Company, or for any Partner or Principal?

Yes ☐ No ☐

28. Imposed any special terms on this Firm or Company or any Partner or Principal?

Yes ☐ No ☐

29. Cancelled or voided any Insurance held by this Firm or Company or any Partner or Principal?

Yes ☐ No ☐

30. Have you or any Partner/Principal or staff member ever been subject to disciplinary proceedings for misconduct in a professional respect?

Yes ☐ No ☐

If Yes, please give details:

31. List all the present Partners who hold or have held outside Directorships solely for the purpose of representing the Company for who coverage is required:

Name	Position	Company

a) Provide details of any existing coverage carried by these Companies:

(Note: Annual Reports may be required for these companies)

32. During the past ten years has any claim been made, or has liability for an error or breach of duty been alleged against the Firm, Company or Sole Practitioner or any of their predecessors in business or any prior Entity or any of their present or former Partners, Directors, Principals, Consultants, or Employees; or have any circumstances been notified to insurers which may result in a claim?

Yes ☐ No ☐

a) If Yes, please provide the following details in respect of each matter:

Year of Notification	Name of Insurer (If any)	Name of Claimant	Nature of Problem	Amount Paid or Estimated Potential Liability	Is Matter Finalised or Outstanding?

33. Are any of the Partners, Directors, Principals or Employees AFTER FULL INQUIRY, aware of any circumstances which may give rise to a claim against the Firm, Company or Sole Practitioner, its predecessors in business or any past or present Partner, Director, Principal, Consultant, or Employee?

Yes ☐ No ☐

If Yes, please give full details by way of attachment if necessary.

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34. Does the Firm/Company currently insure above the compulsory scheme?

Yes ☐ No ☐

a) If the answer to the above is Yes, please supply the following data:

Amount of Cover	\$
When lapsed or expiry date	
Last Annual Premium	\$
Name of Insurer and Broker	

35. Please select the limit of indemnity which You require:

☐ \$1,000,000

☐ \$2,000,000

☐ \$5,000,000

☐ Other (please specify) \$(ENTER)

The answers you have provided to the above questions will usually provide sufficient information for proper consideration of the proposal. However, if there are any matters which are material to the risk to which this Proposal relates, you should disclose such matters to us in the space below, or on a separate sheet if necessary.

DECLARATION

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the duty to take reasonable care not to make a misrepresentation. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am legally authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

Name and Title	
Date	
Signature	

HOW TO CONTACT THE UNDERWRITER:

Melbourne: Suite 11.02, Level 11,
360 Collins Street,
Melbourne VIC 3000
P (03) 9629 5444
F (03) 9629 1854

Sydney: Level 10
155 Clarence Street
Sydney NSW 2000
P (02) 8284 8410
F (02) 8088 1024

Email: info@archinsurance.com.au