

# Real Estate & Business Brokers

## Your Award Winning Insurer



**IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL**

### Completing this Proposal Form

- Any references throughout this Proposal Form to “you”, “your” or “insured” are to be read as references to “the proposer”. Any reference to “we”, “us”, “our” or “BIA” are to be read as references to “Berkley Insurance Company (limited company incorporated in Delaware, USA) ABN 53 126 559 706 | AFSL 463129 t/as Berkley Insurance Australia”.
- Please answer all questions giving full and complete answers. If a question in the Proposal Form does not apply to the proposer, this should be marked as “Not Applicable” or “N/A”.
- If the space provided on the Proposal Form is insufficient, please use a separate signed dated sheet in order to provide a complete answer to any question.
- It is the duty of the proposer to provide all information that is requested in this Proposal Form as well as to disclose relevant facts. A relevant fact is a known fact or circumstances that may influence the evaluation of risk by the the insurer. If you are uncertain about what a relevant fact is, please contact your broker.

### A. Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **B. Claims Made and Notified Policy**

This Proposal Form is for insurance issued on a 'claims made and notified' basis. This means that the policy responds to:

- (a) claims first made against the insured during the policy period and notified to us during the policy period, provided that the insured was not aware at any time before policy inception of facts, matters or circumstances which would have put a reasonable person in the insured's position on notice that a claim may be made against the insured; and
- (b) written notification of facts pursuant to section 40(3) of *the Insurance Contracts Act 1984*. If the insured chooses to tell us in writing about facts which might give rise to a claim against the insured as soon as reasonably practicable after the insured becomes aware of these facts but before insurance cover provided by the policy expires, then we are not relieved of liability under the policy for the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the policy.

After the policy expires, no new notification of facts may be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period. An exception to this is where an extended reporting period applies to the policy. If an extended reporting period applies, then cover may be available for notifications of facts or claims made up to expiry of the extended reporting period.

When completing the proposal the insured is required to provide full details of all facts, matters and circumstances of which they are aware and which a reasonable person in the insured's position would consider may give rise to a claim. It is important that the insured make proper disclosure. Refer to the Duty of Disclosure above to understand the insured's disclosure obligations.

## **C. Retroactive Date**

This policy does not provide cover for claims arising from or in connection with an act, error, omission or event occurring or alleged to have occurred before the policy's retroactive date, where such a date is specified in the schedule.

## **D. Subrogation Agreements**

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, we will not cover you under the insurance for such loss or damage.

## **E. Privacy Statement**

We are a member of the W. R. Berkley Corporation, which we refer to as WRBC.

We take privacy seriously and are committed to handling and protecting your personal information in accordance with the Privacy Act 1988 (Cth) and Australian Privacy Principles (APPs). This Privacy Statement explains how we collect, hold, use and disclose your personal information and who we share it with. It should be read with our Privacy Policy which provides more information about our privacy practices.

Our Privacy Policy is available at <https://berkleyinaus.com.au>. Alternatively, you can use the details in Contact Us at the end of this Privacy Statement to request a copy of our Privacy Policy.

### **Consent**

You agree to us collecting, holding, using and disclosing your personal information as set out in our Privacy Policy when you: (i) provide us with your personal information; or (ii) apply for, use or renew any of our products and services.

### **Personal information about others**

If you provide us with personal information about another person, then you must: (i) have their consent to do so; and (ii) tell them that you are disclosing their personal information to us and provide them with a copy of this Privacy Statement.

### How we collect your personal information

We collect your personal information directly from you, your agents and through others including the parties listed in our Privacy Policy. This includes our agents and service providers. We will use a variety of methods to collect your personal information from these parties, including written forms, telephone calls and electronic delivery.

### Not giving us your personal information

You may choose not to give us your personal information. However, this may affect our ability to provide you with any, some or all of the features of our products or services, including processing a claim.

### How we handle your personal information

We will use your personal information for the purposes we collected it. This usually includes: (i) providing you with assistance, a product or service you have requested; (ii) handling claims and complaints you have made; and (iii) facilitating our business functions and operations.

Your personal information may also be used for other purposes that are set out in our Privacy Policy.

We may disclose your personal information to other members of WRBC, agents or service providers (either yours or ours), other insurers, reinsurers, persons involved in a claim and other parties set out in our Privacy Policy. These disclosures will be for the same purposes described above or as otherwise permitted by law.

### Overseas Disclosure

Sometimes we need to provide your personal information to, or get personal information about you from, persons or organisations located overseas. We will do this for the same purposes as in the 'How we handle your personal information' section above.

The complete list of countries is contained in our Privacy Policy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, persons and organisations located in countries that are not on the list.

### Marketing

Every now and then we might let you know – including via email, telephone or online - about news, products and services that we think may be of interest to you.

We will engage in marketing unless you tell us otherwise. We want you to be able to exercise your marketing preferences. Accordingly, you can contact us to update your marketing preferences by using the details in Contact Us below. Alternatively, you can simply follow the unsubscribe instructions in the relevant communication. More information about our marketing practices can be found in our Privacy Policy.

### Access, correction and complaints

You have the right to request access and correct your personal information held by us. Our Privacy Policy provides information about how you can: (i) access your personal information; (ii) ask us to correct your personal information; and (iii) complain about a breach of the APPs and how we will deal with such a complaint.

### Contact Us



[www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)



02 9275 8566



[privacy@berkleyapac.com](mailto:privacy@berkleyapac.com)



Berkley Privacy Officer, PO Box Q296, QVB NSW 1230

## SECTION 1 – GENERAL DETAILS

1. Please provide the following details:

Name of proposer(s) to be covered	ABN	Date established

2. Main address of the proposer and any other addresses:

Principal address:

Other addresses:

Email address:

3. Individual, partner, principal, director, consultants' details:

Name	Age	Qualifications	Date(s) Qualified	Length of Service	
				This practice	Previous practice

Please attach CV where the proposer has been established less than 3 years and/or where any individual has no relevant qualifications.

4. Is or has the firm or any of its owners, partners or officers any financial interest (other than a fee for service) in any venture with a property developer in respect of which the insured firm provides professional services (including real estate sales) to third parties?

No  Yes   If yes, please provide details:

## SECTION 2 – THE BUSINESS: WORK UNDERTAKEN

5. Please provide the proposer’s fees/income in each of the financial years derived from clients based in:

Financial Year Ended	Last Financial Year					Current Financial Year					Coming Financial Year				
			/					/					/		
Australia															
Elsewhere															
Total															

6. If fees/income are/is declared as derived from clients based “Elsewhere” please provide details including territories involved and income derived.

7. Please give a **percentage split totalling 100%** of which state(s) generate the proposer’s income.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S

If income is generated in NSW, please answer the following additional questions:

- Is the proposer a Capital Gains Tax small business entity (within the meaning of section 152-10(1AA) of the *Income Tax Assessment Act 1997* (Cth))? No  Yes
- Is the proposer a small business individual, partnership, company and/or trust, which is carrying on a business, and the business has an aggregated turnover of less than \$2,000,000? (Aggregated turnover is your Australia wide annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you).  
No  Yes

8. Please allocate below, as a **percentage of a total of 100%**, the split in fees/income between activities for the **last financial year** and **next financial year**:

	<b>Last Financial Year</b>	<b>Next Financial Year</b>
	<b>%</b>	<b>%</b>
Residential Sales (existing)		
Residential Sales (off the plan – not house & land packages)		
Residential Sales (off the plan – house & land packages)		
Commercial Sales (existing)		
Commercial Sales (off the plan)		
Residential Property Management		
Commercial Property Management (not shopping centres)		
Shopping Centres Property Management		
Business Broking		
Mortgage Broking		
Mortgage Originator (i.e. delegated authority from a lending Institution)		
Valuations		
Auctioneering		
Insurance		
Other (specify)		
<b>TOTAL</b>		

9. If you have indicated you undertake Business Broking Activities, please answer the following additional questions:

- a) What types of businesses do you handle?

b) What is the maximum value any one business sold over previous five (5) years?

c) How many businesses have you sold in the last twelve (12) months?

d) What was the average sale price for businesses sold in the past twelve (12) months?

e) Do you always advise the purchaser to seek independent legal and financial advice?

No  Yes

### SECTION 3 – CLAIMS INFORMATION

10. After full enquiry has any claim been made against the proposer’s business or any principal, partner, director or employee whilst in this or any other business?

No  Yes  If yes, please provide details (please attach a separate piece of paper if necessary):

Date matter notified	Insurer	Claimant (or potential claimant)	Brief description	Amount paid including legal costs	Estimate of liability if not paid	Finalised or open

11. After full enquiry is the proposer aware of any circumstances or incident which has or could result in any claim being made against the proposer’s business, or any principal, partner, director or employee whilst in this or any other business?

No  Yes  If yes, please provide details:

12. After full enquiry, has any principal, partner, director of employee been subject to any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business?

No  Yes  If yes, please provide details:

13. If the answer is **Yes** to any of the questions in this Section, please provide a detailed description of the steps or changes the proposer have made to prevent similar claims from occurring. Please attach a separate piece of paper if necessary.

If the answer is **No** to any of the questions in this Section, please state N/A.

#### SECTION 4 – THE BUSINESS: RISK MANAGEMENT

14. a) Does the Insured provide Property Management and/or Strata Title Management services? No  Yes
- b) Does the Insured use the standard Property Management and/or Strata Title Management agreements as recommended by the Real Estate Institutes? No  Yes
- c) Does the Insured maintain a Complaints/Repairs Register to record all reports it receives about problems with the properties the Insured is managing? No  Yes
- d) Please detail the system you have in place to manage tenant complaints / issues and ensure they are all received and actioned within a timely manner?

- e) How do you ensure property owners are advised of all tenant complaints / issues?

- f) What is the standard timeframe for tenant complaints / issues to be resolved within lease periods?

- g) What procedures do you have in place if landlords / property owners refuse to fix problems / issues during a lease period?

- h) Prior to leasing a property (or renewing a property lease), does the Insured complete a property inspection report and insist the landlord fixes all potential issues raised in the report prior to the tenant moving in (or the lease being re-signed)? No  Yes

15. Does the proposer always obtain satisfactory written references when engaging employees?

Yes  No  If no, please provide details as to why:

16. If any partner, principal, director or employee is allowed to sign cheques without a counter signature please provide details of the individuals, the cheque limit and the circumstances?

Individual	Cheque Limit	Circumstance

17. Are employees who receive cash/cheques in the course of their duties required to pay in daily?

Yes  No  If no, please provide details of the procedures implemented:

18. Does that proposer ensure that sub consultants are engaged in a binding contract accepting responsibility for their own negligence, error or omission and does the proposer ensure that all sub consultants carry Professional Indemnity and Public Liability Insurance?

Yes  No  If not, why not?

## SECTION 5 – INSURANCE COVERAGE

19. Does the proposer currently have Professional Indemnity Insurance in force for the activities for which cover is being sought?

No  Yes  If yes, please advise the renewal date:

Please advise confirm your current Limit of Indemnity:

20. Has any proposal for similar insurance made on behalf of the proposer’s business, any predecessor of the business, or any principal, partner or director ever been declined or has such insurance ever been cancelled, renewal refused or any special terms imposed (other than general market increases)? No  Yes  If yes, please provide details:

## SECTION 6 – INSURANCE REQUIRED

Please indicate the limit of indemnity you require and the excess you would prefer (Note: an excess will apply).

1. Limit of Indemnity			
2. Excess			

## SECTION 7 – DECLARATION

This Declaration must be completed and signed on behalf of all persons making the application for insurance.

I declare that:

- I am authorised by each of the persons making the application for insurance to complete and sign this Proposal Form.
- after making inquiries, all facts, information and statements given in this Proposal Form and any supporting documents attached or otherwise supplied ("**representations**") are true, correct, accurate and complete.
- no material representations have been omitted, misstated, withheld or suppressed which may affect the decision to accept the application for insurance or the terms and conditions on which any insurance is offered or provided.
- I undertake that, should there be any change to the representations after they have been provided to BIA, then I will immediately inform BIA about these changes before the relevant policy is entered into.
- I understand that BIA relies on the representations in forming its decision to offer any policy and that (except where otherwise indicated) BIA will treat the representations as being made by all persons to be insured.
- I understand that no insurance is in place until such time as BIA has confirmed acceptance of the application for insurance, and that if the application for insurance is accepted, the insurance cover will be subject to the terms, conditions and exclusions of the policy.
- I consent to BIA collecting, using, holding and disclosing personal information in accordance with the Privacy Statement contained in this Proposal Form, and that if I have provided or will provide information to BIA about any other individuals, I am authorised to disclose the other individual's personal information to BIA and also to give the previously mentioned consent on both my and their behalf.
- I acknowledge receipt of the Important Information contained in this Proposal Form and that I have read and understood the content of them.

D	D	/	M	M	/	2	0		
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Date

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Name of authorised individual/partner/principal/director

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Signature of authorised individual/partner/principal/director