



Design & Construct Professional Indemnity

Your Award Winning Insurer



IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS RENEWAL DECLARATION

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 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



02 9275 8566



privacy@berkleyapac.com



Berkley Privacy Officer, PO Box Q296, QVB NSW 1230

Berkley Insurance Company, trading as Berkley Insurance Australia ("We", "Us") may issue a policy to replace your expiring professional indemnity policy underwritten by Us.

In underwriting and issuing a replacement policy, we may rely on all disclosures, proposals, declarations and representations made by you to us in this form, including those in previous proposal forms and/or declarations submitted to Us.

If any details of your business or activities performed have changed since you completed last year's proposal form and/or declaration or any disclosures, proposals, declarations and representations made by you to Us are no longer true, complete or accurate, you must advise Us.

If you do not advise us of any material changes, coverage under the proposed Insurance policy may be altered or void. If there are any material changes to notify, please ask your insurance broker for a full proposal form.

SECTION 1 – GENERAL DETAILS

1. Please list all entities to be covered including subsidiaries:

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

2. If your address is different to last year, please state your new address

Principal address:

3. Total number of **employees** split between the following:

Category	Full Time	Part Time
Directors / Principals		
Professional Qualified Design staff		
Professional Qualified non-design staff		
Other Technical Staff		
Non-Technical / Admin staff		
Manual workers / Blue Collar including Apprentices		
Other staff (please detail)		
Total		

4. Are the Activities & Duties previously disclosed DIFFERENT this year? If YES please provide full details:

5. Is cover required for any other Activities & Duties, now ceased which is different to those declared above? If YES, please provide full details:

SECTION 2 – THE BUSINESS: WORK UNDERTAKEN

1. Please provide the proposer's gross **turnover** in each of the financial years derived from clients based in.

* Please include **ALL** turnover / revenue from all activities.

	Last Financial Year	Current Financial Year	Coming Financial Year
Financial Year Ended			
Australia / New Zealand			
USA / Canada			
Elsewhere**			
Total			

** *If turnover is declared as derived from clients based "Elsewhere" please provide details including territories involved and income derived.*

2. 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:

- a. 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 ☐
- b. 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 ☐

3. Please provide a **percentage split, totalling 100% of the Total Turnover specified in Question 1 above**, derived from activities undertaken.

	Last Financial Year	Current Financial Year
Financial Year Ending		
1.1 Full Design & Construction Turnover derived from contracts where the proposer is the principal contractor who is responsible for design* and construction.		
1.2 Professional Services subcontracted to others (a) Turnover derived from contracts where the proposer is the principal contractor, however they subcontracted the design* to a third party with their own Professional Indemnity Insurance		
(b) Turnover derived from contracts where the proposer is the principal contractor, however they subcontracted the design* to a third party without their own Professional Indemnity Insurance		
1.3 Only carry out the professional services Turnover derived by the proposer from undertaking design* only, and the proposer is not involved in the other aspects of the projects		
1.4 Construction only Turnover derived from construction only, where design* is not provided by the proposer		
1.5 Other Other Turnover not listed above (please describe below)		
TOTAL	100%	100%

- * **Design includes: design, drafting, technical calculation, technical design specification, inspection, project management, construction management, feasibility studies, programming and time flow management, and surveying performed by qualified architects, engineers or surveyors.**

4. Please allocate below as a **percentage split, totalling 100% of the Total Turnover specified in Question 1** between activities undertaken for the last complete financial year:

	Last Financial Year	Current Financial Year
Financial Year Ending		
Individual Dwellings		
Low Rise Buildings (up to 4 floors)		
High Rise Buildings (between 4 & 10 floors)		
High Rise Buildings (above 10 floors)		
Schools, Hospitals, Municipal		
Retail Shops, Flats, Townhouses		
Interior Fit-out		
Modular and Industrial Buildings		
Manufacturing/fabrication of Products		
Feasibility Studies, Reports		
Town Planning		
Domestic Surveying (including pre-purchase building inspections)		
Industrial and Commercial Surveying		
Inspections / Maintenance		
Site Supervision		
Swimming Pools		
Dams		
Bridges, Tunnels, Harbours, Jetties		
Silos		
Roads		
Mechanical Plant, Bulk Handling		
Mines		
Foundations, Underpinning (excluding investigations for foundations)		
Soil Testing and Foundation Investigating		
Sewerage, Water Systems (Housing)		
Sewerage, Water Systems (Other)		
Environmental Appraisals, Assessments, Audits		
Waste Disposal, Treatment		
Oil & Gas Pipelines		
Other (specify)		
	100%	100%

5. What percentage of your projects:

Activity	Percentage
Include some or all design performed by you or on your behalf?	%
Are 100% manual activities only (construction / building only) with no design?	%
Other (Detail):	%
Total (must add to 100%)	%

6. Please provide details regarding your current projects:

Project Details		Number of Projects	Value
1.	Number of projects currently in progress		
2.	Number of projects in 1. above which are on a fixed price contract basis		
3.	Number of projects in 1. above which are on a material cost + margin basis		
4.	Number of projects in 1. above which are on a different basis (please describe below)		

7. Please provide the following information in relation to all current fixed price contract projects (if insufficient room please provide additional information in a separate document):

Project Name	Project description	Contract Value	Completion date

8. Please provide a detailed explanation of steps taken to mitigate the financial impact of rising material and labour costs on your fixed price contracts.

9. Is the proposer aware of any change in activity/structure that will occur in the coming financial year?

No ☐ Yes ☐ If yes, please provide details.

SECTION 3 – CLAIMS INFORMATION

1. 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 on a separate page

2. After full enquiry is the proposer aware of any circumstance 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 on a separate page

SECTION 4 – INDEMNITY LIMIT REQUIRED

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

a. Limit of indemnity: \$_____

b. Excess: \$_____

SECTION 5 – 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.

Date

Name of authorised individual/partner/principal/director

Signature of authorised individual/partner/principal/director

Sydney

Tel. (02) 9275 8500
sydney@berkleyinaus.com.au

Melbourne

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