

# Real Estate Agent's

## Professional Indemnity Insurance



### 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.



**Berkley**  
Insurance Australia  
l a Berkley Company

1300 800 772  
berkleyinaus.com.au

## **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

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.**

## GENERAL INFORMATION

1. Please advise the name of the entities to be insured this year:

2. If your ADDRESS IS DIFFERENT TO LAST YEAR please state your new address:

3. Please provide the proposed INSURED's fees/income for last year, this year and next year:

	Last Financial Year	Current Financial Year	Coming Financial Year
Financial Year Ending			
Australia			
Elsewhere			

4. Please give a percentage split totalling 100% of which state generates 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 ☐

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

	Last Year	Current Year
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		
Resident Unit Manager		
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)		

6. Is the type of work or activities that the proposer engages in DIFFERENT to that disclosed in last year's proposal form?

No ☐ Yes ☐ ► If the proposer has entered into new areas of work or changed activities, please advise full details (on a separate sheet if necessary).

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

a) What types of businesses do you handle?

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

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

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

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

No ☐ Yes ☐

8. If you have indicated you act as a Resident Unit Manager, please answer the following additional questions:

Number of Units

--

Units in Letting Pool

--

Number of Commercial Leases

--

Types of Commercial Leases

--

Please list all facilities at the complex

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9. If you have indicated your provide Property Management (including Resident Unit Managers) and/or Strata Title Management services please answer the following additional questions?

a) Do you use the standard Property Management and/or Strata Title Management agreements as recommended by the Real Estate Institutes?

No ☐ Yes ☐

b) Do you maintain a Complaints/Repairs Register to record all reports you receive about problems with the properties you are managing?

No ☐ Yes ☐

c) Prior to leasing a property (or renewing a property lease), do you 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 ☐

10. Do you always obtain satisfactory written references when engaging employees?

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

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11. 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

12. 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:

## CLAIMS INFORMATION

13. After full enquiry has any claim been made against the proposed Insured or any principal, partner, director or employee of the Insured whilst in this or any other business?

No ☐ Yes ☐ If yes, please provide details on a separate page.

14. After full enquiry is the proposer aware of any circumstance or incident which has or could result in any claim being made against the proposed INSURED, or any principal, partner, director or employee of this or any other business?

No ☐ Yes ☐ If yes, please provide details on a separate page.

15. After full enquiry, has any principal, partner, director or 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 on a separate page.

## INSURANCE REQUIREMENTS

16. Please indicate if you would like a quotation for a higher or lower limit of indemnity or excess than last year.

a. Limit of indemnity: \$ \_\_\_\_\_

b. Excess: \$ \_\_\_\_\_

## 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.

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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

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

**Melbourne**  
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