

### **Important Notices**

Please read these notices before completing the Proposal Form.

#### ***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.

#### ***Claims Made Policy***

The Policy is issued on a claims made and notified basis. This means that the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to us during the Period of Insurance.

Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

#### ***Retroactive Date***

The Policy does not provide cover in relation to the provision of the Professional Services or the conduct of the Professional Business prior to the Retroactive Date.

#### ***Privacy***

Pen Underwriting handles your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit [www.penunderwriting.com.au](http://www.penunderwriting.com.au).

#### ***Complaints Handling***

If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you. For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit [www.penunderwriting.com.au](http://www.penunderwriting.com.au).

#### ***Further Information***

Your insurance broker has arranged this insurance on your behalf. If you have any questions or need further information concerning your insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to us through your insurance broker as he is your agent for this insurance.

**IMPORTANT NOTICE**

- Please answer all questions in full. Where appropriate, tick the ‘Yes’ or ‘No’ box that best indicates your reply.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Proposal Form.

**1. APPLICANT DETAILS**

1.1. Name of all entities or person(s) to be insured: .....

.....

.....

1.2. Telephone Number:..... Facsimile Number: .....

1.3. Email Address: .....

Website Address: .....

1.4. Address of Principal Office: .....

.....

.....

Address(es) of Other Offices: .....

.....

.....

.....

1.5. Date Business Established: .....

1.6. Particulars of all principals:

Names of Principals, Partners or Directors	Age	Qualifications	Years Practising as Principal		Name of Previous Business Practice
			This Practice	Previous Practice	

1.7. Staff Numbers

Staff	Numbers
Professionally Qualified including Principals	
Technical Staff	
Administrative Staff	
Other Staff – please advise:	
<b>Total</b>	

1.8. Details of Membership of relevant professional association(s):.....

.....

.....

.....

.....

.....

.....

## 2. YOUR ACTIVITIES

- 2.1. Please provide a breakdown of your business and professional activities and set out the approximate percentage of fee income derived from each for Last Financial Year and an estimate for This Financial Year:

<b>Activities:</b>	<b>Last Financial Year (Actual)</b>	<b>Current Year (Estimate)</b>	<b>Next Financial Year (Estimate)</b>
Architecture			
Building Design			
Drafting			
Expert Witness			
Feasibility Studies			
Interior Design			
Landscape Design / Architecture			
Teaching / Lecturing			
Town Planning			
Project Management			
Other _____			
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

- 2.2. Please provide details of the approximate percentage of the total work in the following areas:

<b>Activities:</b>	<b>Last Financial Year (Actual)</b>	<b>Current Year (Estimate)</b>	<b>Next Financial Year (Estimate)</b>
Individual Dwellings			
Low Rise Buildings up to 3 floors			
High Rise Buildings above 3 floors			
Schools, Hospitals, Municipal Buildings & Recreation Centres			
Modular Buildings			
Bridges and Tunnels			
Harbours and Jetties			
Structures at Fairs, Shows and Exhibitions			
Other _____			
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

- 2.3. Do you use written agreements, disclaimers or conditions in your business?  Yes or  No
- 2.4. Please provide a brief description of each of the 5 largest contracts undertaken by you during the last five years and the fee income derived from each contract:

<b>Brief description of contract</b>	<b>Fee Income</b>

**3. FEE INCOME**

3.1. Please provide date of your financial year end:.....

3.2. Please provide the amount of gross fee income for:

	Australia	Overseas
Last Financial Year	\$	\$
Estimate for Next Financial Year	\$	\$

3.3. Please provide the approximate percentages of your activities applicable to each State, Territory and Overseas:

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

**4. INSURANCE HISTORY**

4.1. Are you are present insured for Professional Indemnity insurance?  Yes or  No

If Yes, please provide details:

Insurer	Expiry	Sum Insured	Excess	Premium

4.2. In respect of the practice or any principal, have any Professional Indemnity insurers:

- (a) Declined a proposal?  Yes or  No
- (b) Imposed special terms?  Yes or  No
- (c) Declined to continue your insurance?  Yes or  No
- (d) Cancelled your insurance?  Yes or  No

If Yes to any of the above, please provide details: .....  
 .....  
 .....

**5. Claims and Circumstances**

5.1. During the past 10 years, has any Claim been made, or has negligence been alleged against any entity or individual to be insured by this insurance (including any prior corporate entity and any of the present or former principals), or have any circumstances which may give rise to a claim against any of these been notified to insurers?  Yes or  No

If Yes, please provide details:

Year	Insurer	Brief Description	Is it Finalised?	Amount paid or estimate outstanding
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	

5.2. What action has been taken to prevent a recurrence of the situation which gave rise to each claim at question 5.1?  
 .....  
 .....

5.3. After marking enquiries, has any principal, employee, consultant, sub-contractor or commission agent ever been subject to external disciplinary proceedings?  Yes or  No

If Yes, please provide details: .....  
 .....  
 .....

**6. COVER REQUIRED**

6.1. Please advise limit required:

- \$1,000,000     
  \$2,000,000     
  \$5,000,000     
  \$10,000,000  
 Other: .....

6.2. Please advise excess required:

- \$2,500     
  \$5,000     
  \$10,000     
  \$20,000  
 Other: .....

**Declaration:**

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Proposal
- The statements in this Proposal are true and complete and no material information has been withheld
- I/We have read and understood the Important Notices accompanying this Proposal
- I/We have diligently made all necessary enquiries in order to comply with the duty of disclosure
- I/We have read the Pen Underwriting Privacy Statement on this Proposal and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the Privacy Statement
- Where I/We have provided information about another individual, that individual has been made aware of that fact and of the Pen Underwriting Privacy Statement
- I/We acknowledge that Pen Underwriting relies on the information and representations in this Proposal and otherwise made by me or on my behalf in relation to this insurance
- Except where indicated to the contrary, I/We understand that any statement made in this Proposal will be treated as a statement made by all persons to be insured
- I/We undertake to notify Pen Underwriting of any material alteration to the information contained in this Proposal prior to inception of the proposed insurance
- I/We understand that no insurance is in place until such time as Pen Underwriting has confirmed acceptance of the proposed insurance

**Signature/s:** ..... **Date:**.....

**Name/s:** ..... **Title:**.....

# Professional Indemnity Architects Addendum



## IMPORTANT NOTICES

Please read these notices before completing the Addendum.

### Your Duty of Disclosure

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- we know or should know as an insurer; or
- we waive your duty to tell us about.

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### Retroactive Date

The Policy does not provide cover in relation to the provision of the Professional Services or the conduct of the Professional Business prior to the Retroactive Date.

## Privacy

Pen Underwriting and the Insurer handle your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United States of America, United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit [www.penunderwriting.com.au](http://www.penunderwriting.com.au).

## Complaints Handling

If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you. For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit [www.penunderwriting.com.au](http://www.penunderwriting.com.au).

## Further Information

Your insurance broker has arranged this insurance on your behalf. If you have any questions or need further information concerning your insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to us through your insurance broker as they are your agent for this insurance.

Pen Underwriting Pty Ltd ABN 89 113 929 516 AFSL 290518  
[www.penunderwriting.com.au](http://www.penunderwriting.com.au)

Sydney  
Brisbane  
Melbourne

Suite 1105, Level 11, 99 York Street, Sydney NSW 2000  
Level 9, 60 Edward Street, Brisbane QLD 4000  
Level 3, 333 Collins Street, Melbourne VIC 3000

02 9323 5000  
07 3056 1400  
03 9810 0600

**Professional Indemnity  
Architects  
Addendum**



**IMPORTANT NOTICE**

- Please answer all questions in full. Where appropriate, tick the ‘Yes’ or ‘No’ box that best indicates your reply.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Addendum.
- This Addendum will be reviewed in conjunction with and forms part of your most recent fully complete Proposal.

Insured Name:.....

Insured Address: .....

Please provide a breakdown of your business & professional activities and set out the approximate percentage of fee income derived from each for Last Financial Year and an estimate for This Financial Year:

Activities	Last Financial Year (Actual)	Current Year (Estimate)	Next Financial Year (Estimate)
Architecture	%	%	%
Building Design	%	%	%
Drafting	%	%	%
Expert Witness	%	%	%
Feasibility Studies	%	%	%
Interior Design	%	%	%
Landscape Design / Architecture	%	%	%
Teaching / Lecturing	%	%	%
Town Planning	%	%	%
Project Management	%	%	%
Other _____	%	%	%
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Please details the approximate percentage of the total work in the following areas:

Activities	Last Financial Year (Actual)	Current Year (Estimate)	Next Financial Year (Estimate)
Individual Dwellings	%	%	%
Low Rise Buildings up to 3 floors	%	%	%
High Rise Buildings above 3 floors	%	%	%
Schools, Hospitals, Municipal Buildings & Recreation Centres	%	%	%
Modular Buildings	%	%	%
Bridges and Tunnels	%	%	%
Harbours and Jetties	%	%	%
Structures at Fairs, Shows and Exhibitions	%	%	%
Other _____	%	%	%
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**External Cladding**

These questions are designed to assist us:

- (a) to understand the Applicant’s exposure to potential claims involving External Cladding; and
- (b) in addition to the questions throughout this form, to determine whether we can offer insurance to the Applicant for its Professional Services and the terms of that offer.

For the purposes of this Renewal Declaration, the following terms mean:

<b>Cladding Risk Building</b>	Buildings or projects (including parts thereof) for which, pursuant to Clause C1.1 of the NCC, the minimum type of fire-resisting construction required by the BCA Deemed-to-Satisfy provisions is Type A or Type B fire-resisting construction.
<b>External Cladding:</b>	<ul style="list-style-type: none"> <li>(a) aluminum composite panels;</li> <li>(b) architectural insulated panel systems or insulated metal panel systems, containing expanded polystyrene, extruded polystyrene, phenolic insulation, polyurethane, polyisocyanurate or similar materials</li> <li>(c) external insulation and finishing systems containing expanded polystyrene, extruded polystyrene, phenolic insulation, polyurethane, polyisocyanurate or similar materials; used as a component of <b>External Walls</b></li> </ul>
<b>External Walls:</b>	The entire wall system which separates the interior air space of the building with the outside air space including any componentry or elements necessary for the external wall to achieve the requirements for structural performance, weather tightness, thermal performance, non-combustibility and required Fire Resistance Level if required by the type of construction, and any other functionality required under the NCC. External Walls include facade coverings, framing, insulation, sarking, spandrels, internal linings (e.g. plasterboard), and curtain wall systems.
<b>NCC</b>	National Construction Code (formerly the Building Code of Australia).
<b>Work:</b>	The services declared as Types of Work in this Form and any past, present or future services.

**Confirmation:**

On behalf of the Applicant:

- I understand that claims may be brought against the Applicant for projects involving External Cladding for up to 10 years following building completion.
- I confirm that I have read and understood the Duty of Disclosure in the Important Notices section of this Form.

**1. General**

- (a) In the past 10 years, has the Applicant performed Work in respect of any Cladding Risk Buildings?     Yes  No

If **Yes**, please state the number of Cladding Risk Buildings:

.....

**2. Cladding Audit**

- (a) Has the Applicant undertaken an audit of all projects completed in the past 10 years (or, if the Applicant’s business has operated for less than ten years, such shorter period) to determine whether the Applicant has performed Work in respect of buildings where External Cladding has or may have been used in a Cladding Risk Building?     Yes  No

- (b) If **No**, please explain why the Applicant has not undertaken an audit:

.....  
 .....  
 .....



(c) Is the Applicant aware of any external audits that have been or are being conducted by a statutory authority or independent third party of Cladding Risk Buildings in respect of which the Applicant has performed Work, to determine whether:

(i) External Cladding has been used?  Yes  No

(ii) the building(s) are compliant with the NCC and all applicable regulations and industry standards relating to External Cladding?  Yes  No

If **Yes**, please provide details:

.....  
 .....

**3. Past Activities**

(a) In the past ten years, has the Applicant performed Work in respect of any Cladding Risk Buildings where External Cladding has been used?  Yes  No

If Yes, please provide a breakdown:

Building Class designated under the NCC	Storeys	Number of Cladding Risk Buildings
Class 2	2 or more	
Class 3	2 or more	
Class 5	3 or more	
Class 6	3 or more	
Class 7	3 or more	
Class 8	3 or more	
Class 9	2 or more	

(b) In the past ten years, has the Applicant performed Work in respect of any Cladding Risk Buildings where the Applicant is not aware of, or is unable to determine what type of External Cladding was used?  Yes  No

If **Yes**, please provide details:

.....  
 .....  
 .....

**4. Current and Future Activities**

Does the Applicant currently or will the Applicant over the next 18 months perform Work in respect of any:

(i) Cladding Risk Buildings?  Yes  No

(ii) Cladding Risk Buildings where External Cladding will be used?  Yes  No

If **Yes**, please provide details:

.....  
 .....  
 .....

**5. Claims**

After making enquiries of the Applicant's partners, directors and employees:

- (i) has there been or is there now pending a claim against the Applicant, its partners, directors or employees in connection with External Cladding?  Yes  No
- (ii) is the Applicant aware of any fact, matter or circumstance that might give rise to a claim against the Applicant, its partners, directors or employees in connection with External Cladding? ....  Yes  No
- (iii) has the Applicant, its partners, directors or employees ever been subject to any disciplinary action, been fined or penalised or been the subject of an inquiry investigating or alleging unsatisfactory professional conduct or professional misconduct in relation to External Cladding?  Yes  No
- (iv) is the Applicant aware of any actual or pending investigation or prosecution against the Applicant, its partners, directors or employees in connection with External Cladding?  Yes  No

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**DECLARATION**

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Addendum
- The statements in this Addendum are true and complete and no material information has been withheld
- I/We have read and understood the Important Notices accompanying this Addendum
- I/We have diligently made all necessary enquiries in order to comply with the duty of disclosure
- I/We have read the Pen Underwriting Privacy Statement on this Addendum and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the Privacy Statement
- Where I/We have provided information about another individual, that individual has been made aware of that fact and of the Pen Underwriting Privacy Statement
- I/We acknowledge that Pen Underwriting relies on the information and representations in this Addendum together with the information provided in the previously submitted proposal(s) and otherwise made by me or on my behalf to Pen Underwriting in relation to this insurance
- Except where indicated to the contrary, I/We understand that any statement made in this Addendum will be treated as a statement made by all persons to be insured
- I/We undertake to notify Pen Underwriting of any material alteration to the information contained in this Addendum prior to inception of the proposed insurance
- I/We understand that no insurance is in place until such time as Pen Underwriting has confirmed acceptance of the proposed insurance

Signature:.....

Date:.....

Full Name:.....

Title: .....

## **GUIDELINES TO SIGNING THE NSW STAMP DUTY EXEMPTION - SMALL BUSINESS DECLARATION**

### **What is the NSW small business exemption?**

From 1 January 2018, NSW small businesses will be exempt from paying stamp duty on certain types of insurance.

### **What is a small business?**

Revenue NSW has stated that: "You are a small business if you are **an individual, partnership, company or trust** that is carrying on a business, and the business has an **aggregated turnover of less than \$2 million**. Aggregated turnover is your annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you."

### **Which insurance types will the exemption apply to?**

This exemption can be applied for NSW small businesses with one the following insurance types:

- Commercial vehicle insurance
- Commercial aviation insurance
- Occupational indemnity insurance
- Product and public liability insurance

### **Instructions for applying for an exemption**

To receive the exemption, please complete this declaration declaring that you / your client are a small business. Email the completed declaration to your insurance broker.

### **Please note:**

[a] The declaration covers all policies issued to you during the financial year in which the cover is effected or renewed, a new declaration is required on an annual basis.

[b] If you are uncertain whether you classify as a small business, please speak to your financial adviser.

[c] Pen Underwriting and the Insurer will place reliance on your declaration in charging the applicable insurance duty.

[d] False declarations may result in penalties up to of \$11,000 by Revenue NSW plus the insurance duty not paid and penal interest on that balance.

[e] Revenue NSW may also be able to clarify your queries relating to the law and your obligations.

[f] If you are a not for profit organisation already entitled to a NSW Stamp Duty Exemption, your premium is already exempt and the NSW Stamp Duty Exemption for Small Business is not relevant.

### **NSW STAMP DUTY EXEMPTION – SMALL BUSINESS DECLARATION**

This declaration only covers policies for the financial year in which the cover is effected or renewed.

I hereby declare that I am a Capital Gains Tax small business entity (within the meaning of section 152-10 (1AA) of the *Income Tax Assessment Act 1997* of the Commonwealth).

I am 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 million\*.

Signature:

---

Name:

---

Date Signed:

---

Name of Insured:

---

ABN of Insured:

---

Contact Details

Mobile:

---

Contact Details

Email:

---

\* 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.

\* A fraudulent declaration may invalidate your insurance contract.