



ARTISAN[®]
UNDERWRITING



www.artisanuw.com.au



Important Notice

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.

- 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 anything

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 proposed insurance may be limited by a Retroactive Date. If so, the policy will not cover any claims or circumstances arising from any events, services, activities, errors or omissions or conduct prior to the Retroactive Date.

Subrogation

Where you have prejudiced Artisan Underwriting Pty Ltd (including its Insurers or underwriters) rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

Privacy Notice

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information in a responsible way. We will abide by the Privacy Act 1988 (Cth) (the 'Act') including the Australian Privacy Principles which are set out in the Act. We have developed a Privacy Policy that sets out how we collect, store, use and disclose your personal information. Please refer to our website below for a copy of our Privacy Policy.

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Part A – Insured Details

1. Have there been any changes to the insured entity/entities since last renewal?

No ☐ Yes ☐ If YES, Please complete the table below:

Insured Entity	Date of Incorporation	ABN
	/ /	
	/ /	



Part B – Income Details

2. Please provide the Insureds total turnover:

	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 full details:

3. Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location

NSW	VIC	QLD	SA	WA	ACT	TAS	NT	0
%	%	%	%	%	%	%	%	%



Part C – Solvency And Structure

4. Please confirm:

- there are no changes in activities, services or company structure that will (or likely to) occur in the coming financial year;

- that there has been no financial difficulties, cash flow difficulties or that there are no circumstances which may cause or give reason to expect financial distress during the next 12 months; and

- that the proposer is not under consideration for insolvency or administration, and has no reason to expect financial distress during the next 12 months?

No ☐ Yes ☐ If YES, please provide



Part D –Activities And Projects

5. Please indicate the approximate percentage breakdown (totalling 100%) of turnover across the following activity types:

	Last Financial Year	Next Financial Year
Financial Year Ended	___ / ___	___ / ___
1.1 Full Design & Construction Turnover from contracts where Insured is the principal contractor, responsible for the design and construction.	%	%
1.2 Professional Services subcontracted to others (a) Turnover from contracts where Insured is the principal contractor, but subcontract the design to a third party carrying their own Professional Indemnity Insurance	%	%
(b) Turnover from contracts where Insured is the principal contractor, but subcontract the design to a third party not carrying their own Professional Indemnity Insurance	%	%
1.3 Only carry out the professional services Turnover from Insured undertaking design only, and Insured is not involved in the other aspects of the projects	%	%
1.4 Construction only Turnover from construction projects only, where design is not provided by Insured	%	%
1.5 Other Other Turnover not listed above (please describe)	%	%
TOTAL	100%	100%

6. Please confirm, as **percentage split totalling 100% of the Total Turnover specified in Question 14 (above)** between activities undertaken for the last complete financial year:

	Last Financial Year	Next Financial Year
Financial Year Ended	%	%
Individual Dwellings	%	%

	%	%
Low Rise Buildings	%	%
High Rise Buildings (between 4 & 10 floors)	%	%
High Rise Buildings (above 10 floors)	%	%
Schools, Hospitals, Municipal	%	%
Retail Shops, Flats, Townhouses	%	%
Modular and Industrial Buildings	%	%
Feasibility Studies, Reports	%	%
Town Planning	%	%
Domestic Surveying (pre purchase building inspections)	%	%
Industrial and Commercial Surveys/Inspections)	%	%
Swimming Pools, Dams	%	%
Bridges, Tunnels, Harbours, Jetties	%	%
Silos	%	%
Roads	%	%
Mechanical Plant, Bulk Handling	%	%
Mines	%	%
Foundations, Underpinning	%	%
Sewerage, Water Systems (Housing)	%	%
Sewerage, Water Systems (Other)	%	%
Environmental Appraisals, Assessments, Audits	%	%
Waste Disposal, Treatment	%	%
Oil & Gas Pipelines	%	%
Other (specify)	%	%
TOTAL	100%	100%

7. Does the Insured subcontract out any of their Professional Services/Activities?

No ☐ Yes ☐ If Yes:

(a) Please confirm the percentage of fees/turnover paid to subcontractors in the last 12 months?

%

8. What process does the Insured have in place to ensure records of insurances of subcontractors remains current, active and adequate?

9. Largest Projects - Please provide:

(i) the 3 largest Projects/Contracts in the last 5 years (including current)

Client name	Start Date	Completion Date
1.	/ /	/ /
2.	/ /	/ /
3.	/ /	/ /

(ii) Project/Contract Specifics of the aforementioned.

Project /Contract Type	Project/Contract Value	Scope of Services Provided
1.	\$	
2.	\$	
3.	\$	



Part E – Claims And Circumstances

10. Claims, Incidents or Complaints

Has the Insured, or any of its current or former directors, partners, principals, employees, subsidiaries or predecessor entities:

- ever been the subject of a claim, complaint, or allegation relating to professional services;
- experienced any circumstance or incident that may reasonably give rise to a claim; or
- been subject to any prosecution, investigation, inquiry, disciplinary action, fine or penalty by any regulatory, statutory, or professional body?

No ☐ Yes ☐ If Yes, please provide details:

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

11. Insurance History

Has any Insurer ever declined to offer terms, imposed special conditions, cancelled or refused to renew a Professional Indemnity insurance policy for the Insured or its associated entities, or their directors, partners, or principals?

No ☐ Yes ☐ If Yes, please provide

Part F – Declaration

Please Note: Signing the Declaration does not bind either the proposed Insured or the Insurer to execute this or any insurance whatsoever.

By signing this Declaration, the proposed Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the proposed Insured confirms that the statements and particulars given in this proposal are true, accurate and complete and that no material facts have been omitted, misstated or suppressed.

The Insured agrees that if any of the information changes between the date of this proposal and the inception date of the insurance to which this proposal relates, the Insured will give immediate notice thereof to the Artisan Underwriting Pty Ltd (Artisan). The Insured acknowledges receipt of the Important Notice, Privacy Notice and Duty of Disclosure information contained in this proposal and confirms they have read and understood the content of them. The Insured consents to Artisan Underwriting Pty Ltd collecting, using and disclosing personal information as set out in Artisan’s Privacy Notice in this proposal and the policy. If the Insured has provided or will provide information to Artisan about any other individuals, the Insured confirms that they are authorised to disclose the other individual’s personal information to Artisan and give the above consent on their behalf.

The signatory below confirms that they are authorised by the Insured (and its subsidiaries, previous businesses, partners/principals/directors if applicable) to complete this proposal form and to accept quotation terms for this insurance on behalf of the Insureds (and its subsidiaries, previous businesses, partners/principals/directors) behalf.

Signed	
Name of Partner(s) or Director (s)	
On behalf of	
Date	/ /



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