



**ARTISAN<sup>®</sup>**  
UNDERWRITING



[www.artisanuw.com.au](http://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.

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 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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# REAL ESTATE AGENTS PI RENEWAL PROPOSAL



## PART A – INSURED DETAILS

1. Insured Entities	Date Incorporated	ABN



## PART B – INCOME AND ACTIVITIES

2. Please provide gross Fees/Turnover, including gross fees paid to sub-contractors.

Location	Previous 12 months	Last 12 months	Next 12 months
Australia	\$	\$	\$
Other (exc USA/Canada)	\$	\$	\$
USA/Canada	\$	\$	\$
<b>Total</b>	\$	\$	\$

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

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

4. Are there any activities or services which were undertaken which were not disclosed in last year's proposal form?

No  Yes  If Yes, please provide details:


5. Is the Insured aware of any changes in activity, services or structure that will occur in the coming next 12 months?

No  Yes  If Yes, please provide details:

6. Please provide an approximate percentage allocation of the Insureds income for each of the

	Last Year % Fee	Coming Year % Fee
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)		

7. If the Insured provides (or has provided) Business Broking Activities, please provide the following

a) What types of businesses do you handle?	
b) What is the maximum value any one business sold over previous 3 years?	
c) How many businesses have you sold in the last 12 months?	
d) What was the average sale price for businesses sold in the past 12 months?	
e) Do you always advise the purchaser to seek independent legal and financial advice?	No <input type="checkbox"/> Yes <input type="checkbox"/>

8. If you act or provide services as a Strata Manager or Resident Unit Manager, please provide the following;

Number of Units	
Units in Letting Pool	
Number of Commercial Leases	
Types of Commercial Leases	
Please list all facilities at the complex	



## PART C – CLAIMS AND CIRCUMSTANCES DECLARATION

9. After full inquiry, is the Insured aware of any circumstance or incident which may give rise to a claim against the Insured or its partners/principals/directors or employees?

No  Yes  If Yes, please provide details:

10. 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:



## PART E – 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 Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the 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 authorized 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 authorized 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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