



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.

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.



Part A – Insured Details

1. Insured Entities	Date Incorporated	ABN

2. Telephone number	Email addresses

3. Websites

4. Addresses	State	Post Code

5. Name of Principal/ Directors	Age	Qualifications	Start date with Insured
			/ /
			/ /
			/ /
			/ /
			/ /

Number of Directors, Principal, Partners & Staff	Full time	Part Time / Casual
Directors, partners, principals		
Qualified/Technical staff		
Administration/Other staff		
Total staff <small>2</small>		

6. Has the Insured or any of its subsidiaries undertaken any mergers or acquisitions in the last five years?

No Yes If Yes, please provide details:

7. Is the Insured connected or associated (financially or otherwise) with any other entity?

No Yes If yes, is cover required for any work undertaken for any associated entity?

No Yes If yes, please provide full details including nature of the work undertaken and income derived:

8. Has the Insured or any of its subsidiaries been involved in any joint ventures in the last five years?

No Yes If Yes, please provide details:

9. Does the Insured require cover for any previous business including the previous business of any principal or director?

No Yes If Yes, please provide details:

Name of Principal or Director	Name of Previous Business	Professional Services/ Activities

10. Does the Insured hold any licence or accreditation which is required in order to provide professional services or activities for which cover is requested?

No Yes If Yes, please confirm the licence or accreditation has been in force at all relevant times?

No Yes If No, please provide details:

11. Does the Insured have any representation outside of Australia?

No Yes If Yes, please confirm Country, Revenue, Number of Staff and Offices

Country	Fees/Turnover	Number of staff	Number of offices
	\$		
	\$		

12. During the past 6 years has the Insureds name been changed, has any other business been purchased and/or has any merger or consolidation taken place?

No Yes If Yes, please provide details:



Part B – Activities, Income and Contracts

13. Please provide the Insureds turnover in each of the financial years derived from clients based in:

	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.

14. Please confirm, as a **percentage split totalling 100% of the Total Turnover specified in Question 13 above** from activities undertaken below.

	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%

15. 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	%	%
Environmental Appraisals, Assessments, Audits	%	%
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)	%	%
Waste Disposal, Treatment	%	%
Oil & Gas Pipelines	%	%
Other (specify)	%	%

16. Please provide us

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

Client name	Start Date	Completion Date

(ii) Project/Contract Specifics of the aforementioned.

Project /Contract Type	Project/Contract Value	Scope of Services Provided

17. What was the Insured's largest fee earned from one client and the average fee per client in the last year?

Largest:	\$	Average:	\$
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18. Is the Insured aware of any change in activity that will occur in the coming financial year?

No Yes If Yes, please provide details.

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

No Yes If Yes, please provide details.

20. Is the Insured a member of a consortium or has the proposer entered into a joint venture agreement?

No Yes If Yes, please provide details:



Part C – Risk Management and Sub-Contractors

21. Does the Insured hold any licence or accreditation which is required in order to provide professional services or activities for which cover is requested?

No Yes If Yes, please confirm the licence or accreditation has been in force at all relevant times?

No Yes If No, please provide details:

22. How is the Insured managing its liabilities around both its own and any subcontractor or vendors Insolvency Risk?

23. What peer review, quality assurance/control and cross check type processes does the client have in place?

24. How is the Insured managing its non-compliant/con-conforming product risk (including on behalf of its subcontractors)?

25. 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?

 %

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

27. Does the Insured limit their liability in contracts?

No Yes If Yes, please provide details:

28. Does the insured exclude Consequential Loss under contractors?

Yes No If No, please provide further details



Part D – Insurance Details

29. Does the Insured carry an active and current Professional Indemnity Insurance Policy?

No Yes If Yes, please provide details:

Name of Insurer	Premium
	\$
Limit of indemnity	Excess
\$	\$
Expiry Date	Retroactive Date Specified
/ /	/ /

30. 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
%	%	%	%	%	%	%	%	%



Part E – Claims

31. 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:

32. Has there ever been or is there any pending claims against the Insured, its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors or employees for actual or alleged breaches of professional duties or services for which this policy relates?

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
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

33. Is the Insured aware of any actual or pending prosecution, investigation or inquiry of the Insured or any partners/principals/directors or employees under any statute, legislation, regulation or By-Law whatsoever?

No Yes If Yes, please provide details:

34. Has the Insured or any partner/directors or employees ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct?

No Yes If Yes, please provide details:

35. Has the Insured (including its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors) ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy?

No Yes If Yes, please provide details:



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 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 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	/ /



Contact Us



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