



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
Directors, partners, principals		
Qualified/Technical staff		
Administration/Other staff		
Total all staff		

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. 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:

8. 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

9. 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 Yes, please provide details:

Part B – Activities, Income & Contracts

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

Location	Previous 12 months	Last 12 months	Next 12 months
Australia			
Excluding USA/Canada)			
Including USA/Canada)			
Total			

11. Please provide as a percentage of income (gross fees), the below activities undertaken for the last 12 months

Activities		Last Financial Year	This Financial Year
1. Mortgage Broking	\$		\$
2. Mortgage Origination	\$		\$
3. Mortgage Management	\$		\$
4. Finance Broking	\$		\$
5. Leasing and Hire Purchase	\$		\$
6. Chattel	\$		\$
7. Mezzanine	\$		\$
8. Insurance Referrals	\$		\$
9. Insurance Broking	\$		\$
10. Arranging of Deposit Bonds	\$		\$
11. Other (please specify)	\$		\$
Total	\$		\$

12. Of the loans you arrange finance for, please advise the overall percentage split of loan type:

Loan Type	Percentage arranged
1. Residential	%
2. Commercial	%
3. Industrial	%
4. Industrial	%
5. Plant and Equipment	%
6. Investment Property	%
7. Developments / Construction	%
8. Refinancing	%
9. Other (please provide full details)	%
Total	%

13. Please advise the sources of finance used:

1. Please advise the sources of finance used: Financiers	Percentage provided
Banks	%
Non-Bank Financial Institutions (eg. Credit Unions, Building Societies, etc)	%
Non-Bank Lenders	%
Managed Investment Schemes (eg. Solicitors Funds)	%
Private Credit Providers	%

14. Please details of any other sources of finance that are used:

15. What percentage of loans arranged fall within the following categories:

Loan to Value Ratios	Percentage Arranged
> 95% LVR	
90% to 95% LVR	
80% to 90% LVR	
0% to 80% LVR	

16. Please advise (if applicable) the percentage of the below type of loans;

Loan Type	% of Income	Maximum Value of Loans (\$)	% of Loan Portfolio
Low Documentation Loans			
Deposit Impaired Loans			
Credit-Impaired Loans			
Reverse Mortgages			
Second Mortgages			

17. Does the Insured have authority to approve or settle loans on behalf of lenders?

No Yes

If Yes, please provide full details including Delegated Loan Authority for each lender that the Insured has agreements in place, including full details of segregation of duties, peer review and sign off procedures of those who sign off on the loans?

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

No Yes If Yes, please provide details:

19. Has any lender revoked their agreement with the Insured (including its subsidiaries or previous companies) to provide loan applications?

No Yes If Yes, please provide details:

Part C – Risk Management

20. Does the Insured have formal audits, peer reviews, compliance checks of all loans arranged, including where the Insured settles loans on others behalf?

No Yes If Yes, please provide details:

21. Does the Insured perform or arrange any valuations?

No Yes If Yes, please provide details:

22. Does the Insured have signature rights to any banking accounts of which borrowers payments are deposited?

No Yes If Yes, please provide details:

23. If the Insured is required to witness a client's signature, do they:

a) Always ensure this is done in physical presence?

No Yes

b) Check the physical ID of the person signing at the time of signing?

No Yes

If No to either of the above, please provide full details:

24. If the Insured is required to provide 100-point ID check as part of the loan application process, does the Insured always sight the original documentation?

No Yes If Yes, please provide details:

25. When hiring staff, does the Insured always:

a) Contact previous employers and obtain satisfactory references?

No Yes

b) Obtain a police check?

No Yes

c) Obtain satisfactory written references?

No Yes

26. Does the Insured have written procedures or checklists for the services performed?

No Yes

27. Does the Insured record and keep all telephone records, record of attendance and any other correspondence between themselves and financiers, vendors, clients or any other third party (including sub-contractor) engagements.

No Yes

28. Does the Insured ensure that all sub-contractors and professional consultants carry their own Professional Indemnity Insurance?

No Yes

Part C – 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	OS

Part D – 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 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 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).

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

 **Contact Us**

