



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		



Part B – Professional Services and Activities

Note: Fee income / Revenue income must include from joint ventures and fees attributable to sub-contractors and sub-consultants.

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?	Yes ☐ No ☐

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	

09.If you provide Property Management (including Strata Management or Resident Unit Management) please provide the following

- (i) Do you use the standard Property Management and/or Strata Title Management agreements as recommended by the Real Estate Institutes? Yes ☐ No ☐

- (ii) Do you maintain a Complaints/Repairs Register to record all reports it receives about problems with the properties the Insured is managing? Yes ☐ No ☐

- (iii) Prior to leasing a property (or renewing a property lease), does the Insured complete a property inspection inspection report and insist the landlord fixes all potential issues raised in the report prior to the tenant moving in (or the lease being re-signed)? Yes ☐ No ☐

10.Are written disclaimers always included with advice being given?

Yes ☐ No ☐

11.Are written disclaimers or hold harmless agreements executed with any third Parties?

Yes ☐ No ☐

(i) Does the Insured anticipate any changes to the above Activities in the next 12 months?

No ☐ Yes ☐ If Yes, please provide details:

(ii) Has the Insured performed any other professional service or activity other than described in 6 (i) above and for which cover may be required?

No ☐ Yes ☐ If Yes, please provide details:

(iii) Is cover required for Professional Services or activities which have been provided by a former subsidiary?

No ☐ Yes ☐ If Yes, please provide details:

Name subsidiary	Date ceased to be a subsidiary

12.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:

13.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:

14.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

Note: Previous Business is an Optional Extension and is not automatically covered.

15.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:

16.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



Part C – Income and Contracts

17.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			

18.If any off the plan sales or work for and on behalf of developers, please provide us

(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 D – Insurance Details

19. 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

20. 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 E – Claims

21. 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:

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22. 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

23. 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:

24. 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:

25. 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).

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

n'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.

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Signed	
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