



Guardian Underwriting Services Pty Ltd

ABN 21 051 930 105 AFS Licence 255319
137 Moray Street South Melbourne 3205
Telephone 03 8699 8800
Facsimile 03 8699 8810

E mail insure@guardianunderwriting.com.au
Website www.guardianunderwriting.com.au

Professional Indemnity Insurance

Proposer's name: (or company and ABN)			
Principal Address:			
Postal address :		State	Postcode
Telephone (private)		Telephone (work)	
Telephone (mobile)		E Mail address	
Other parties to be included: (Reason for inclusion)			
Business description			
Date Business Established:			
GST Tax Status:	Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	ABN	Taxable %
Period of Insurance:	From 4.00pm / / 20	to 4.00pm / / 20	
Existing Professional Indemnity Insurance Cover Insurer		Indemnity limit	Date first taken out
Has any change by way of merger, takeover or change of name occurred in the past 10 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes", please provide full details			
Is the proposer financially associated with any other firm, other than shown on this form? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes", please provide full details			
Please give the approximate percentage for the last financial year for the following areas of business			
Accountancy or Audit			%
Architecture			
Computing and IT			
Engineering			
Human Resources			
Insurance			
Investments			
Legal			
Management Consultancy			
Medical or Healthcare			
Project Management			
Property Agency / Management			
Surveying			
Stock Broking			
Shipping Forwarding			
Training			
Other – please specify			
Other – please specify			
Other – please specify			

Please state the Proposer's:	Australia	USA	Other	Total
Total turnover last financial year				
Percentage sub contracted to sub contractors				
Estimated turnover for current financial year				
Estimated turnover for next financial year				
Next Financial Year End Date				
Please state the total numbers:	Australia	USA	Other	Total
Partners/Principals/Directors				
Qualified Staff				
Other Staff				
Total				
Please provide the following information regarding the five largest contracts, relevant to the proposed insurance in the past five years				
Type of contract	Territory			Fee / Receipt
1				
2				
3				
4				
5				
Does the proposer belong to any Trade Association or Professional Bodies?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details				
Has ISO qualification or similar been achieved?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details				
Do you construct, manufacture, design or provide advice or services for or in connection with prototypes or innovative designs or products?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details				
Are all rights of recourse maintained against sub-contractors, consultants or product suppliers?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "no", please provide full details				
Is it ensured that sub-contractors, consultants or product suppliers maintain their own Professional Indemnity Insurance?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please provide full details				
Does the proposer always				
Effect a written contract with the client before the advice, design or services are provided?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Obtain legal advice before contracts are signed off?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Exclude liability for consequential loss?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "no" to any, please provide full details				
Coverage Required				
What Sum Insured is required	<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$5,000,000	<input type="checkbox"/> other _____
What Excess/Deductible are you prepared to carry (each & every claim)?				\$ _____
Please indicate any particular extensions required				
<input type="checkbox"/> Libel, Slander & Defamation		<input type="checkbox"/> Joint Venture Liability		
<input type="checkbox"/> Trade Practises Act		<input type="checkbox"/> Consultants, Sub-Contractors and Agents		
<input type="checkbox"/> Outgoing Principals		<input type="checkbox"/> Previous Business		
<input type="checkbox"/> Intellectual Property		<input type="checkbox"/> Loss of Documents		
<input type="checkbox"/> Continuous Cover		<input type="checkbox"/> Dishonesty & Non-Imputation		
<input type="checkbox"/> Automatic Reinstatement – Limit of Liability		<input type="checkbox"/> Fidelity		

IMPORTANT NOTICES

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning

AGENCY

Guardian Underwriting Services Pty Ltd ACN 060 176 543 (ABN 21 051 930 105) as Agent for the Insurer(s) shown on the Schedule. FSRA Licence number 255319. This Insurance contract is written under a 'Binding Authority Agreement' which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

CHANGE OF RISK OR CIRCUMSTANCE

You should advise your Guardian Underwriting Services Pty Ltd as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

WHO IS THE INSURER AND HOW CAN THEY BE CONTACTED ?

Certain Underwriters at Lloyd's are the issuer of this insurance certificate. Lloyd's Australia Ltd is the representative office of Lloyd's of London and is located at:

Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000

You can contact us by:

- Calling in person at or writing to the office
- By telephoning (02) 9223 1433
- By facsimile (02) 9223 1466

CODE OF PRACTICE

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry.

Lloyd's underwriters are a signatory to the Code and we support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees and Authorised Representatives so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

Details of the General Insurance Code of Practice can be accessed at www.codeofpractice.com.au

RESOLVING YOUR COMPLAINTS

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

Any dispute should be referred to the Complaints Officer at Guardian Underwriting, who will review the information and

give you a response within three working days.

If you are not satisfied with the response, please either telephone or write to:
Lloyd's Underwriting General Representative
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

You will receive a reply from the Disputes Resolution Committee within seven working days or alternatively you will be asked for further information. If this is required you will receive a reply within seven working days of our receiving the additional facts.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Certificate, that you will not seek to recover such loss or damage from that person, Insurers will not cover you, to the extent permitted by law, for such loss or damage.

CLAIMS MADE CONTRACT

Subject to its terms and conditions the Certificate will cover your legal liability for any claim:

- first made against you during the Certificate Period;
- resulting from any circumstance of which you become aware during the Certificate Period which could give rise to a future claim against you provided you immediately inform us in writing of such circumstances within the Certificate Period.

The Certificate will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Certificate Period.

INFORMATION PRIVACY CODE

The General Insurance Information Privacy Code sets a standard for the protection of individuals' personal information. Certain Underwriters at Lloyd's are a signatory to this Code and we support its aims to improve standards, by:

- a. Being fair in the way we collect information about you
- b. Securing the personal information of those who deal with us
- c. Being open with you about the information we hold and what we do with it
- d. Providing ongoing training to our employees, Authorised Representatives and third party providers

Under the Privacy Principles, on which the Code is based, Certain Underwriters at Lloyd's may be required by law to disclose clients' information to third parties, such as law enforcement agencies.