

# Design & Construct Proposal Form



## 1. Insured Details

<b>(a).</b> Insured Name			
<b>(b).</b> ABN		<b>(f).</b> Registered for GST?	
<b>(c).</b> Year Business Established		<b>(g).</b> ITC %	
<b>(d).</b> Website			
<b>(e).</b> Address of Insured			

## 2. Business Activity

Occupation	
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## 3. Insurance History

<b>(a).</b> Does the Applicant have, or have they had, professional indemnity insurance during the past three (3) years?				
Previous Insurer:		Previous Expiry Date		
Deductible		Limit Of Liability Any One Claim		
Retroactive Date:		Limit Of Liability In The Aggregate		
<b>(b).</b> Have any claims for breach of professional duty been made in the last ten years against the Practice or any of their predecessors in business or any prior practice of any of their present or former Partners, Principals or Directors? If more than one please refer to claims addendum				
Date Notified	Matter Description	Incurred Amount	Amount Type Defence costs/ Financial Loss etc	Finalised or Outstanding
<b>(c).</b> Are any of the partners, principals or directors, AFTER INQUIRY, aware of any Claim or circumstance that might give rise to a Claim against the Professional Business or any prior business of any of their present or former partners, principals or directors (Including accounts overdue for payment where there is reason to believe that the client is dissatisfied with the professional services rendered)? If more than one, please refer to the claims addendum.				
Potential Claimant	Estimated Liability	Claim Description		

The Clear Way to Better Cover

W: [hutchunderwriting.com.au](http://hutchunderwriting.com.au) T: 1 300 256 056

Hutch Underwriting Pty Ltd (Hutch) ABN 846 552 56 134, L6, 7-15 Macquarie Place, Sydney, NSW, 2000.

Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd,

ABN 146 412 25 809, AFS Licence number 523647, of L6, 7-15 Macquarie Place, Sydney, NSW 2000.



<b>(d).</b> Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct?	
Please provide details:	
<b>(e).</b> Has the Applicant or any proposed insured person ever had this type of insurance refused (including renewal), cancelled, avoided or an application or proposal declined, or had special terms imposed, or a claim under an insurance policy denied or reduced by reason of non-disclosure, misrepresentation or breach of policy condition?	
Please provide details:	

#### 4. Duty of Disclosure

<b>(a).</b> Have you or any partner(s) or director(s) of the business - Ever been declared bankrupt? - Ever been involved in a company or business which became insolvent or subject to any form of insolvency or voluntary administration (e.g. liquidation or receivership)? - Been convicted of any criminal offence within the past 5 years (other than minor traffic convictions)? - Been liable for any civil offence or pecuniary penalty (exceeding \$5,000)?	
Any other matters you should disclose?	
If Yes to either of the above, please provide details:	

#### 5a. Requested cover details

<b>(a. i) Limit of Liability any one claim</b>		
<b>(b. i) Automatic Reinstatement</b>		<b>(b. ii) Reinstatements</b>
<b>(c. i) Deductible</b>		<b>(c. ii) Inclusive/Exclusive</b>
<b>(d). Retroactive date</b>		

#### 5b. Optional Extensions

<b>(a). Previous Business</b>			
<b>(b). Sudden and accidental pollution</b>			
<b>(c). Proportionate Liability Waiver</b>			
<b>(d). Mitigation Costs</b>			
<b>(e). Mitigation Costs sub limit</b>			
<b>(f). Novated Contracts</b>			
<b>(g). List of Novated Contracts</b>	<b>Contract Name</b>	<b>Contract Description</b>	<b>Total Project Value</b>

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## 6. Principals, Partners, or Directors

Full Name	Birth Year	Qualifications	Year Qualified	Experience in past business (years)	Experience in current business (years)

## 7. Business Details

<b>(a).</b> Total Number of Staff	
<b>(b).</b> In the last five (5) years has the business ever been involved in any merger or acquisition?	
If Yes, please provide details:	
<b>(c).</b> Does the Applicant engage consultants, sub-contractors or agents?	
If Yes, does the Applicant require them to hold their own PI insurance?	
If yes, what limit is required?	
<b>(d).</b> Does the Applicant envisage any substantial changes in its business activities, or are there any major new operations contemplated during the next 12 months?	
If Yes, please provide details:	
<b>(e).</b> Does any contract or client represent more than 40% of the Applicant's annual income?	
If Yes, please provide details:	

## 9. Split of income

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Overseas	Total

If Overseas, please provide details of locations and %:	
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# Design & Construct Addendum

## 1. Design & Construct Risk Management Questions

<b>Do you engage consultants/subcontractors to provide any professional services? If yes, please answer the below. If No, go to Written / Documented Risk Management</b>	
<b>(a).</b> Are the professional services provided by sub-contractors included with the description of Design and Construction:  a. Design, and advice in respect of design b. Drawings and technical documentation c. Surveying services d. Technical design or specification e. Construction management services to a third party f. Project management services to a third party g. Feasibility studies h. Training in respect of a-g of the above	
<b>If no, please provide details of the professional services provided</b>	
<b>(b).</b> Do You require all subcontractors providing professional services hold professional indemnity insurance as a condition of engagement?	
<b>(c).</b> Do You obtain and keep on file an up-to-date Certificate of Currency for the subcontractors engaged?	
<b>(d).</b> Do You enter "back-to-back" contracts with the consultants/ subcontractors they engage in respect of design engineering requirements/ specifications they assume within head design and construction contracts?	
<b>If no, please provide details of how contractual gaps are managed</b>	

## 2. Written / Documented Risk Management

<b>(a).</b> Does the Insured have written procedures to manage occupational health and safety management systems	
<b>(b).</b> Does the Insured have written procedures to manage quality management systems	
<b>(c).</b> Does the Insured have written procedures to manage environmental management systems	
<b>(d).</b> Does the Insured have written procedures to manage identification and management of conflicts of interest?	
<b>(e).</b> Does the Insured have written procedures to manage are verbal reports or advice always confirmed in writing?	

### 3. Design & Construct Risk Management Questions

<b>(a). Do you ever assume responsibility for professional work of another party via a deed of novation or similar arrangement</b>	
If yes, please list all current projects assumed by the applicant under a deed of novation or similar arrangement.	
<b>(b). Are standard deeds of novation always used</b>	
If No, please provide details	
<b>(c). Does the applicant confirm that all payments for services are up to date prior to executing novation?</b>	
<b>(d). For novation of design contracts are key design elements always finalised before novation?</b>	

### 4. Design & Construct Financial details

Largest Projects	Job Details	Total Contract Value

Section	Last Financial Year (\$)	Estimate for Next Financial Year
Turnover where you design and construct/install from your own design and provides full technical supervision		
Turnover where you construct/install and provided full technical supervision from designs by sub-contractors appointed by you, or others for whom you are responsible		
Fees earned where you provide only design services and/or technical supervision to a third party, but no construction services		
Turnover where you provide construction/installation services and have no responsibility for designs or specifications		
Other – Please specify below		
What is your total Number of Projects Per year		

## 5. Professional business – Type of Work

Please estimate the percentage of your total fees. (must total 100%)

Industry	%	Industry	%
Acoustics & Noise Prevention		Mechanical Plant and Bulk Handling equipment including silos	
Bio Physical Studies		Medium Industrial & Commercial Surveys (Projects from \$1,000,000 to \$5,000,000 in value)	
Bridges, Tunnels, Shafts and Culverts (Over 8 metres)		Mines	
Bridges, Tunnels, Shafts and Culverts (Up to 8 metres)		Modular Buildings (involving repetitive design)	
Cables, transmission lines, pylons, masts and pipelines (land		Nuclear or Atomic Projects	
Coffer dams, bunds, stanks, water towers, tanks		Oil & Gas Pipelines	
Contaminated Site Clean Up		Petrochemicals, refineries, fertilisers, ammonia urea plants	
Dams, Barrages, Reservoirs		Photogrammetric Surveys	
Design of Pollution Control Equipment		Power Stations	
De-watering, land reclamation, piling or underpinning (other than coffer dams)		Risk and Hazard Assessments	
Domestic Surveying — individual set outs & boundary surveys		Roads, Railways, Aircraft runways and similar flat paving contracts	
Engineering Surveys		Roadworks Surveys	
Environmental Appraisals / Impact Assessments Environmental Audits		Schools, Hospitals, Municipal Buildings & Recreation Centres	
Environmental Programme Design (Management Processes, Monitoring)		Sewerage or Water Systems	
Feasibility Studies, Investigations or Reports (but excluding Environmental)		Small Industrial & Commercial Surveys (Projects up to \$1,000,000 in value)	
Foundations and underpinning (excluding investigation for foundations)		Social Impact Assessment	
Harbours, Jetties, Piers, Dolphins, Wharves, Docks, Moles, Seawalls, Break Waters, Canals, Dry Docks		Soil Testing & foundation investigation including control of earthworks	
Hazardous Chemical Substances		Structures at fairs, shows and exhibitions	
Heating, Ventilating, Air Conditioning, Hydraulics & Plumbing		Subsurface Surveys	
High Rise Buildings (over 3 storeys)		Supervision of Construction	
Hydrographic Surveys		Town Planning (Capital Cities)	
Individual Dwellings		Town Planning (Other)	
Land reclamation		Underground Storage Facilities	
Large Industrial & Commercial Surveys (Projects in excess of \$5,000,000 in value)		Waste Disposal, Treatment or Management	
Low Rise Buildings (up to 3 storeys)		Waste Water & Effluent Treatment or Management	
Marine Surveys		Water Treatment or Management	
Other (please specify below):		<b>Total</b>	

## 6. Professional Business - Design and Construction:

**Design and Construction** means the provision of the activities specified below, by, or under the supervision of, a suitably qualified person who has at least 3 years of experience providing the service:

- a. Design, and advice in respect of design
- b. Drawings and technical documentation
- c. Surveying services
- d. Technical design or specification
- e. Construction management services to a third party
- f. Project management services to a third party
- g. Feasibility studies
- h. Training in respect of a-g of the above

And any other services agreed by Us and specified in the Schedule.

Design and Construction does not include

- a) supervision of construction-related activities or personnel which would normally be undertaken by a building contractor
- b) environmental protection, workplace health and safety or industrial relation matters which would normally be overseen by a building contractor.

### Other professional Services to be noted on schedule

Professional Service	Description

## 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 something You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim to the extent of any prejudice suffered by Us arising from Your failure to comply with this condition, 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.

## Utmost Good Faith

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984.

## Claims Made and Notified – General Information

The information under this heading is provided for general information purposes only and does not:

- form part of the policy
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in the policy or coverage contained in any applicable endorsements or extensions operate on a “claims made and notified” basis, which means that they:

- cover claims made against the relevant Insured and notified to Us in writing during the Policy Period.
- do not provide cover in relation to:
  - claims made against an Insured after the expiry of the Policy Period, even though the event giving rise to the claim may have occurred during the Policy Period (unless specified otherwise);
  - claims made against an Insured notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
  - claims made, threatened or intimated against You prior to the commencement of the Policy Period;
  - facts or circumstances of which You first became aware prior to the Policy Period, and which you knew, or ought reasonably to have known, had the potential to give rise to a claim under the policy;
  - claims arising out of circumstances noted on the proposal for the current Policy Period or on any previous proposal form;
  - claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to, or was pending before, the commencement of the Policy Period.

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If You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts, but before the expiry of the Policy Period, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) ("the Act") to be indemnified in respect of any claim subsequently made against You arising from those facts, notwithstanding that the claim is made after the expiry of the Policy Period. Such rights arise under the Act only.

The terms of the policy and the effect of the policy is that You are not covered for claims made against You after the expiry of the Policy Period, unless specified otherwise.

## Declaration

I declare that:

- I am authorised by each party to be insured to sign this Proposal
- The statements in this Proposal are true and complete and no material information has been withheld
- I have read and understood the Important Information section accompanying this Proposal
- I have diligently made all necessary enquiries in order to comply with the duty of disclosure
- I have read the Hutch Privacy Statement and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the Privacy Statement
- I acknowledge that Hutch Underwriting relies on the information and representations in this Proposal and otherwise made by me or on my behalf in relation to this insurance
- Except Where indicated to the contrary, I understand that any statement made in this Proposal will be treated as a statement made by all persons to be insured
- I undertake to notify Hutch Underwriting of any material alteration to the information contained in this Proposal prior to inception of the proposed insurance

Signature:	
Full Name:	
Title	

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## Claims Addendum

