



Designers and Draftsmen

Professional Indemnity and Public Liability

- Building Designer
- Kitchen & Bathroom Designer
- Interior Designer
- Draftsmen
- Energy Raters & Consultancies

Flexible Cover to suit your business



BuildSafe Insurance Brokers
Hotline: Vic (03) 9773 6777 Interstate: 1800 019 233
Fax: (03) 9773 6351 E-mail: info@buildsafe.com.au
www.buildsafe.com.au
AFSL No. 279367



Policy No:	Client No:
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Please answer questions fully, use block letters and tick boxes

Insured Name:			
Trading Name:			
Tax Registered Business:	Yes <input type="checkbox"/> No <input type="checkbox"/>	ABN No. <input style="width: 100px;" type="text"/>	Input Tax Credit: <input style="width: 100px;" type="text"/>
Situation Address:			
Postal Address:			
Business Ph No.:	Fax No.:		
E-mail:			
Period of Insurance:	From: / / To: / /		
Other Interested Parties: (Please state their full name, the type of interest and the property concerned).			

Your General History

1. In the last 10 years, have you either alone or jointly with others ever:
 - a) Had any insurance declined or cancelled, application /proposal rejected, renewal refused claim rejected or special conditions or excess imposed by any insurer? Yes No
 - b) Claimed on any insurance for loss or damage or suffered any loss or damage which would be insured by this proposed insurance? Yes No
 - c) Been charged with or convicted of any criminal offence (excluding traffic offences)? Yes No
 - d) Been subject to disciplinary proceedings for professional misconduct? Yes No
 - e) Had any claims for negligence or breach of professional duty brought against the Practice or any of its predecessors in business or any prior Practice or any of its present or former Partners, Principals or Directors, or have circumstances been notified to Insurers that might give rise to a claim? Yes No
2. Have you ever, either alone or jointly with others been declared bankrupt or subject to any form of insolvency administration (eg. Liquidation or receivership)? Yes No
3. How many years have you owned and/or operated this business? _____
4. Are any of the Partners, Principals or Directors, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior Practice or any of its present or former Partners, Principals or Directors which is not referred to above? Yes No
5. Have you or any Partner, Principal or Director of the Practice ever been subject to disciplinary proceedings for professional misconduct? Yes No

If 'Yes' to any of the previous questions, please provide full details. For claims or uninsured losses, please detail the total cost of the claim, date of loss, how the loss occurred, the name of Insurer and the policy number.

6. Business Description

7. Are you a member of any association? Yes No

If "Yes", please provide details _____

8. Please provide a breakdown of staffing:

Principals & Partners Names	Professional Membership	Qualifications	Date Obtained	Age	Years in Practice	Onsite Construction experience - Years
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Sole Trader: Yes No

If "No", please provide the breakdown as per below

Designers: _____ Number: _____ Other Technical Staff: Number: _____

Admin/Clerical Staff: Number: _____

9. a) Are all professional staff licensed/registered as required by any relevant authority? Yes No

b) Are all design professionals members of the Building Designers Association of Australia Ltd? Yes No

c) Do all building design professionals participate in the Building Designers Association of Australia Ltds' Continuing Professional Development Program? Yes No

d) Do you have a documented risk management plan consistent with AS/NZS4360:2004 risk management standards? Yes No

e) Do you use a proprietary risk management program that incorporates standard procedures and checklists? If Yes please identify or describe: Yes No

f) Do you use standard Contract of Engagement for all contracts undertaken? Yes No
If "Yes" identify or describe:

g) Do you ever act as both building designer and certifier (self certification)? Yes No

h) Do you provide advice or services in relation to pricing of projects or quantity surveying? Yes No

10. Do you engage in contracts or provide services outside of Australia? Yes No

If "Yes" please provide the following details:

Country: _____ Dates of Commencement/Closure: _____ / _____ / _____

Gross Fees: \$ _____ Type of Work: _____

11. a) Please provide an approximate % split of your fees earned from the following activities:

	%
Site Evaluation	_____
Feasibility Studies	_____
Council Planning Applications, Submissions & Negotiations	_____
Town Planning Permit Applications	_____
Preliminary Design Development	_____
Preliminary Conceptual Design Services and Preparation of Brief	_____
Design Development	_____
Working Drawings	_____
Specifications	_____
Tendering & Negotiation of Contracts	_____
Supervision	_____
Construction Management	_____
Project Management	_____
Contract Administration	_____
Co-ordination of Specialist Consultants	_____
Post project Completion Services	_____
Interior Design	_____
Other (please describe) _____	_____
Total	<u>=100%</u>
Total	_____

b) Please provide an approximate % split of your fees earned from the following activities:

	%
Domestic Buildings	_____
Commercial Buildings up to 3 Floors	_____
Commercial Buildings over 3 Floors	_____
Other (please describe) _____	_____
Total	<u>=100%</u>
Total	_____

12. a) Do you engage consultants or sub-contractors? Yes No
 If "Yes", do you ensure that these agents carry appropriate professional indemnity insurance? Yes No

Please provide an overview of the activities/services which are contracted out:

b) Do you enter into any/hold harmless agreements or waive any legal right or entitlement you may have against consultants, subcontractors or others? Yes No

13. Are you involved in any Project Management or direct Building activities? Yes No
 If "Yes", please indicate the amount of income derived from such activities. \$ _____

14. Is more than 50% of your turnover generated by one source or entity? Yes No
 If "Yes", please advise the actual gross fee percentage derived from that source, their relationship with your company and nature of work performed

15. Please provide a breakdown of the 5 largest engagements which you have been involved in over the past 5 years

Engagement	Location	Services Rendered	Fee Income Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

16. Do you currently have Professional Indemnity Insurance? Yes No
 If YES, please provide the following details:
 Expiry Date: ____ / ____ / ____ Excess: _____ Indemnity Limit: _____
 Premium: _____ Insurance Company: _____

17. Please provide an indicative breakdown of the percentage of income derived from each state
 NSW: VIC: QLD: SA: TAS: WA: NT: ACT: Overseas:

18. Please state your gross fee expectation for: the current year \$ _____
 the next 12 month period \$ _____

19. Describe all business activities undertaken away from your own premises and the proportion of your overall business activities that represents

20. **Cover required:** Professional Indemnity Public Liability
 Limit of Liability required: \$1,000,000 \$2,000,000 \$1,000,000 \$2,000,000
 \$5,000,000 \$10,000,000 \$5,000,000 \$10,000,000

Declaration

- I/We declare that:
- i. I/We have read and understood the Duty of Disclosure, Privacy Statement, Goods & Services Tax and Cooling off Period clauses detailed under the Important Notices section on the front of this proposal.
 - ii. I/We there was insufficient space to any questions, we have attached supplementary pages providing the additional information required to fully answer such questions;
 - iii. the answers and information given by me/us in this proposal are true and correct in all respects and that no information has been withheld which would affect Calliden’s decision about accepting this insurance;
 - iv. where answers in this proposal are not in my/our own handwriting, they have been checked by me/us and I/We agree they are correct;

I/We authorise Calliden to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.

I/We further acknowledge that Calliden, their agents or employees reserve the right to decline this proposal.

Proposer’s Signature: _____ Date: ____ / ____ / ____

Proposer’s Title: _____

Important Notices

You must read the notices below.
If you have any questions please contact your insurance broker, BuildSafe (Tel: 03 9773 6777)

Duty of Disclosure

This policy is subject to The Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure. Before you take out insurance with us you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway. You have the same duty to inform us of those things before you renew, extend, vary, or reinstate your contract of general insurance. Your duty however does not require disclosure of things that:

- reduce the risk
- are common knowledge
- we know, or in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know

If you do not comply with your Duty of Disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract, or
- refuse to pay the claim
- avoid the contract from its beginning, if your non-disclosure was fraudulent

Privacy Statement

Calliden is committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988. Calliden requires personal information about you to assess your request for insurance and to administer your policy, and also to notify you about other Calliden services or promotions from time to time. Unless we are required by law to provide personal information to others, your personal information will only be seen or used by:

- our own staff and contracted staff;
- claims adjusters, lawyers and others appointed by us or on behalf of us for claims handling purposes; and
- our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia)

By submitting your personal information to us, you agree to us using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance proposal may not be accepted, or we may not be able to administer your policy, or you may breach your Duty of Disclosure, the consequences of which are set out in the Duty of Disclosure section of this document.

You can request access to the personal information we hold about you and, where necessary, you can notify us in writing of changes so we can ensure that the information we hold about you is accurate, complete and up-to-date.

From time to time, we may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

For further details of Calliden's Privacy Policy or to request access to or correct your personal information, please contact the Privacy Officer at Calliden on 02 9551 1111 or by e-mail to privacy@calliden.com.au or by letter addressed to the Privacy Officer, Calliden Limited, Suite 1, Level 3, Building B, 207 Pacific Highway, St Leonards, NSW 2065. Calliden's Privacy Policy may also be viewed on Calliden's website www.calliden.com.au

Goods and Services Tax

The Limit of Cover that you choose should exclude Goods and Services Tax (GST). If you are not registered for GST in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment. If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input credit on the premium. If you are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess.

Cooling Off Period

There is a 21 day cooling off period. If you are not completely satisfied with your policy, you can cancel it in writing within 21 days of the issue date and receive a full refund, other than government non refundable taxes and duties that we have paid. You do not have the right to cancel your policy if you make a claim for any incident within the 21 day period.

Claims Made & Notified Policy

This proposal is for a 'claims made' policy of insurance. This means that the policy covers you for claims first made against you during the period of insurance and notified to the insurer during such period of insurance.

This policy does not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the policy schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims, the possibility of which, were intimated in any way prior to the commencement of the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance that may give rise to a claim.

For the purposes of the policy a claim means:

- a) A writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice for compensation;
- b) A written assertion of a right to or a demand for compensation;
- c) A notice requiring an Insured Person to attend for examination at an Official Inquiry.

As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984, however provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has;

Given notice in writing to the insurer,

- of the 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, and
- before the expiry of the period of insurance.

BUILDSAFE Building Insurances

For All Builders - Owner Builders - Renovators Insurances

- Construction & Public Liability
- Home Warranty
- Commercial Defects
- Professional Indemnity
- Trades & Contractors

BuildSafe - For All Your Building Insurance Needs
Free Call 1800 019 233 or www.buildsafe.com.au

BuildSafe Insurance Brokers Pty. Ltd., 5 Peninsula Boulevard, Seaford Vic 3198 – Telephone : 03 9773 6911
Fax : 03 9773 5642 – Interstate : 1800 091 007 – Email : info@buildsafe.com.au – Website : www.buildsafe.com.au