

Pest Controllers and Pre-Purchase Building Inspectors Professional Indemnity & Public Liability Insurance Proposal Form

Important Note – Claims Made Policies

This is an application for two types of insurance, (Professional Indemnity and Public/Products Liability) both of which are "Claims Made" policies. This means that the policies cover you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- a) Acts, errors or omissions actually or allegedly committed prior to the Retroactive date of the policy (where such date is specified in the schedule)
- b) Claims made after the expiry of the period of cover, even where the event giving rise to the claim may have occurred during the period of cover
- c) Claims notified or arising out of facts or circumstances notified (or which should have reasonably been notified) under any previous policy
- d) Claims made, threatened or intimated against you prior to the commencement of the period of cover
- e) Facts or circumstances of which you first became aware prior to the period of cover, and which you knew or should reasonably have known had the potential to give rise to a claim under this policy
- f) Claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form

However the effect of Section 40(3) of the Insurance Contracts Act 1984 is that where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Please note that you will be covered for a claim made or notified against you after the expiry of the period of cover if you comply with the requirements of the statutory benefit provided by Section 40(3). There is no right to obtain this protection under the terms and conditions of the Policy and the effect of the Policy is that you are not covered for claims made and notified against you after the expiry of the period of cover.

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.

Conditions Precedent

Please note the abovementioned policies contain Conditions Precedent under which insurance cover is afforded to you as the named Insured:

These policies are subject to the following Conditions Precedent, which form the basis of Exclusions on both the Professional Indemnity and Public Liability covers;

"Notwithstanding anything to the contrary in this policy, the Company will only indemnify the Insured in respect of claims arising from inspections/advice/treatments post policy inception, unless covered under Extension 6. of the

Professional Indemnity Pest Controllers Scheme policy, which;

- a) Were conducted in strict accordance with current industry standards including Australian Standards for Pest Control Operators, Timber Pest Inspectors or Pre-Purchase Building Inspectors and;
- b) In accordance with applicable "Scheme Authority/nominated body" guidelines at the time of the inspection/advice/treatment and;
- c) Were subject to a written report issued in strict accordance with the applicable "Scheme Authority/nominated body" guidelines in force at the time of the inspection and;
- d) Were conducted by current Scheme accredited/licensed members. and;
- e) This Policy shall not indemnify the Insured against any claim or claims arising from work undertaken by the Insured for which the Insured is not licensed and a license is required by law to undertake such work and;
- f) This Policy shall not indemnify the Insured against any claim or claims arising from the use or disposal of chemicals OTHER than in accordance with manufacturer's instructions or recommendations AND in accordance with all relevant state and federal laws and regulations unless such use or disposal was accidental and;
- g) RSA accredited members are required to complete the Underwriter agreed Pre-contractual Agreement when conducting pest and building inspections. (Copy within RSA Reporting Handbook for Building Inspections).

For the purposes of the Conditions Precedent – "Scheme Authority/nominated body" will mean Report Systems Australia Pty Ltd. (RSA) or equivalent standard."

Privacy Statement

In accordance with the Privacy Act 1988 (and subsequent amendments), we, Jardine Lloyd Thompson Pty Ltd (and our subsidiaries and related entities) (JLT) draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with

information about other JLT products or services. If you do not wish to receive this information, please contact us. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.

- The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and JLT related Group companies.
- By providing the information requested in the attached document, you agree to us collecting, using and disclosing your personal information as outlined in this Collection Statement.
- If you do not provide all or part of the information requested, we may be unable to process your application or provide other required services, your application for insurance may be declined or you may prejudice your insurance cover.
- You have the right to request access to, and correct, any personal information that we hold about you, subject to the provisions of the Privacy Act 1988.
- To assist us in maintaining correct records we ask you to inform us of any changes in your personal information provided, as they occur.
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act 1988, you must obtain it with the individual's consent.
- Calliden Privacy Policy can be made available on request or can be accessed on the website (www.calliden.com.au)

When completing this form:

- Please answer all questions;
- Where appropriate tick the box provided;
- If you have insufficient space to complete your answers, please continue on your headed stationery and attach. Similarly, if the question directs you to attach further particulars, you should do so on your headed stationery and attach. Ensure that in both instances such attachments are signed and dated by you.

1. Proposer's Details:
Proposer's Name(s) including any trading name(s) Date Established

.....
.....
.....

ABN: ITC:%

2. Head Office Address

.....
.....

Telephone Number: Facsimile Number:

3. a) List all locations from which you conduct business

.....
.....
.....

b) Does the practice accept or has it accepted in the past, work from outside Australia or New Zealand Yes No

If "YES", please provide brief particulars

.....
.....

4. During the past 5 years, did you operate under a different name, or has any other business been purchased or any merger or consolidation taken place? Yes No

If "YES", please supply details, including the names of the individuals or firms involved and the date the activity occurred:

.....
.....

5. Is the practice or any principal/partner currently, or have previously, been part of a joint venture or consortium Yes No

If "YES" describe the nature, size, in what capacity, and give names of other joint venture members and their role in the venture/consortium

.....
.....

6. State fully the nature of your business. (If you have any promotional or similar literature which assists in this regard kindly attach to form)

Activities	Activity	Turnover
Urban Pest & Weed Control%%
General Inspections and Reports%%
Pre-Construction Inspections and Reports%%
Pre-Purchase Inspections and Reports%%
Other : Please provide details	
Clients		
Residential%	
Industrial/Commercial%	
Other: Please provide details	
Total gross fees last 12 months	
Estimated total gross fees next 12 months	

7. Do any of your clients include Food Manufacturers Yes No

If "YES", please provide details:
.....
.....

8. Do you hold the relevant industry licence for the business activities stated above Yes No

9. Are you accredited with Report Systems Australia? Yes No

On what date were you officially accredited?/...../.....

If you are not currently accredited with RSA, have you previously been accredited, and if so, please provide details of when and how long

.....
.....
.....

10. Standard Property Inspection Work

- (a) Are you presently providing Building Inspection Reports in accordance with **AS4349.1-1995** Yes No
- If "YES" how many inspections have been carried out in the past 12 months.
- If "YES" how many inspections have been carried out in the past 5 years
- (b) Are you presently providing Pre-Purchase Inspection Reports in accordance with **AS4349.1- 2007** Yes No
- If "YES" how many inspections have been carried out in the past 12 months.
- If "YES" how many inspections have been carried out in the past 5 years
- (c) Is all work specified in the written terms of engagement which include the scope, purpose, acceptance criteria, limitations and exclusions pertaining to the inspection and report, and agreed with the client in writing. Yes No

NOTE: Standard Property Inspection Work does not include Special-Purpose Property Inspection and Report work as defined in AS4349.1-1995. The insurance does not provide indemnity under AS 4349.1-1995 for Special-Purpose Inspections and Reports, or subsequent work not covered under AS4349.1-2007.

11. Timber Pest Work

- (a) Have you been assessed as competent in the National Pest Management Industry, **Competency Standards**, Unit 8, "Inspect and Report on Timber Pests" Yes No
- (b) Are you presently providing Timber Pest Inspection Reports in accordance with **AS4349.3** Yes No
- If "YES" how many inspections have been carried out in the past 12 months.
- If "YES" how many inspections have been carried out in the past 5 years
- (c) Is all work specified in the written terms of engagement, which include the scope and any limitations and exclusions pertaining to the inspection and report, and agreed with the client in writing. Yes No

12. Termite Work

- (a) Have you been assessed as competent in the National Pest Management Industry, **Competency Standards**, Certificate II – Technical Plus Units 8 & 10 Yes No
- (b) Are you presently providing termite inspection reports in accordance with the **AS3660** series:
- (i) Inspection and Reporting (experience standards set out in AS4349.3) Yes No
- If "YES" how many inspections have been carried out in the past 12 months.....
- If "YES" how many inspections have been carried out in the past 5 years
- (ii) Subterranean Termite Management Systems (AS3660.3-2000) Yes No
- If "YES" how many inspections have been carried out in the past 12 months.....
- If "YES" how many inspections have been carried out in the past 5 years

13. Urban Pest & Weed Control Work

- (a) Have you been assessed as competent in the National Pest Management Industry, **Competency Standards**, Units 5 & 6 Yes No
- (b) Do you issue a written certificate of treatment on completion of work. Yes No

14. Details of Partners/Principals:

				How Long as a Partner / Principal		
Full Name	Age	Qualification	Date Qualified	Initiation / Provider	This Practice	Previous Practice

15. (a) Details of staff numbers by category (categorise qualified staff by discipline):

Category	Number	Briefly Describe Nature of Work

- (b) Do you use Contractors and/or sub-contractors? Yes No

If "YES" do you ensure and record that all contractors and/or sub-contractors have their Indemnity and/or own Professional General Liability insurance Yes No

NOTE: No cover automatically provided for contractors and/or sub-contractors unless requested and Insurer provides written confirmation to provide cover.

16. Have you entered into any contract or agreement (including any in respect of the supply of raw materials, components or finished goods) under which you have assumed liability for which you would not otherwise be liable, or under which you have waived your legal rights of recovery (e.g. hold harmless agreements)? Yes No

If "YES", please provide details

.....

17. Do you work with or make use of chemicals, gases, inflammables, explosives or other dangerous substances except those used for general pest activities Yes No

If "YES", please provide details

.....

18. a) Does the practice currently carry
- i) Professional Indemnity insurance (PI)? Yes No
 - ii) Public Liability insurance (PL)? Yes No
- b) If the answer to (a) is "NO", has the practice ever been so insured?
- i) Professional Indemnity insurance (PI)? Yes No
 - ii) Public Liability insurance (PL)? Yes No

c) If the answer to (a) or (b) is "YES", please supply the following:

	PI	PL
i) Amount of cover	\$.....	\$.....
ii) Premium	\$.....	\$.....
iii) When lapsed or expiry date
iv) Name of Insurer
v) Number of years insured
vi) Attach a copy of your most recent policy if possible.		Yes <input type="checkbox"/> No <input type="checkbox"/>

19. a) Amount of indemnity required?

PI	<input type="checkbox"/>	PL	<input type="checkbox"/>
\$500,000	<input type="checkbox"/>	\$5,000,000	<input type="checkbox"/>
\$1,000,000	<input type="checkbox"/>	\$10,000,000	<input type="checkbox"/>
\$1,500,000	<input type="checkbox"/>	\$20,000,000	<input type="checkbox"/>
\$2,000,000	<input type="checkbox"/>		
Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

b) What excess are you prepared to carry for Professional Indemnity and Public Liability Cover?

PI	<input type="checkbox"/>	PL	<input type="checkbox"/>
\$5,000 min	<input type="checkbox"/>	\$2,500 min	<input type="checkbox"/>
\$10,000	<input type="checkbox"/>	\$5,000	<input type="checkbox"/>
		\$10,000	<input type="checkbox"/>
Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

20. Has any insurer ever, either in respect of this practice or its predecessors in business or any present or former partner/principal:

	PI		PL		
a) Declined a proposal	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
b) Imposed special terms	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
c) Declined to renew	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
d) Cancelled a policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

If the answer to any of these questions is "YES", please attach further particulars.

21. a) Has any claim(s) ever been made or negligence alleged against the practice, or its predecessors in business, or against any present or former partner/principal of the practice? Yes No

Please supply the following detailed information in regard to each and every claim:

- (i) date of claim notification;
- (ii) name of the claimant (person or organisation) and their address;
- (iii) type of claim including full details about the claim; and
- (iv) quantum (\$value of the claim) and confirmation as to whether or not the claim has been settled or is outstanding

b) Has any claim(s) been made against you in respect of your legal liability for injury or damage in the past 10 years? Yes No

c) Are any of the partners/principals after enquiry aware of any circumstances which may give rise to claims against the practice, or its predecessors in business, or any of the present or former partners/principal (regardless of whether they consider themselves liable or not)? Yes No

If the answer to either question is "YES", please attach further particulars detailing nature of loss, current claim quantum and status of claim pending.

22. Please provide brief details and nature of your Risk Management and/or Audit Procedures

.....
.....

23. DECLARATION AND SIGNATURE

I/We declare that the statements and particulars are true and that I/We have not misstated or suppressed any material facts.

I/We agree that this Proposal, together with any other information supplied by me/us shall form the basis of contract of insurance effected thereon.

I/We undertake to inform Insurers of any material alteration to these facts whether occurring before or after completion of such contract of insurance.

I/We acknowledge that I/We have read and understood the "Notice to Insured" on the first page of this Proposal.

Signature Principal/Partner: Date:

Jardine Lloyd Thompson Pty Ltd

Level 11, 66 Clarence Street
Sydney, NSW, 2000
ABN 69 009 098 864

Ph. (02) 9290 8022
Fax. (02) 9262 2627

E-mail: pestcontrolinsurance@jlta.com.au

www.jlta.com.au/pestcontrolinsurance/insurance.asp